Supreme Court, U.S.
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No.: _____

IN THE

UNITED STATES SUPREME COURT

L.T. U.S. Eleventh Circuit Case NO: 05 - 10299 - CC

LT. U.S. Eleventh Circuit Case NO.: 05 - 14355 - CC

Leonard Francis Incorvaia
Petitioner/Appellant

v.

Helen Claudette Incorvaia n/k/a SHAFE
Helen Claudette Incorvaia n/k/a Shafe
Jeff C. Smith
Defendants/Appellee

On Petition for Writ of Certiorari
to the U.S. the United States Court
of Appeals Eleventh Circuit

Leonard Francis Incorvaia Pro se
P.O. Box 66185
St. Pete Beach Fl. 3736
(727) 360 0234

Questions presented for Review

1. Whether an individual Judge in the State of Florida violated Petitioners Constitutional rights under Amendment Fourteen and Article One (Contract Clause) while in chambers acting as a Legislator under color of state law; using Police Power; causing the distribution of $500,000; that caused financial injury to the Petitioner and impairment of a legal contract negotiated in the State of New York.

2. Whether a state Judge should have both Legislator authority to provide provisions for Administrative Orders and intentionally use that power as a Circuit Judge in court proceedings under color of state law to deprive citizens of Civil Rights guaranteed to them under the United States Constitution.

3. Whether Florida State courts gave the Petitioner opportunity to be reasonably heard on issues concerning; U.S. Amendments: I, (freedom of assembly), XIV, V, VI – Note 3, and Article I Sect. 10, clause 1, (Federal Question)

4. Whether Officers of the court in the State of Florida should be held accountable for their practice in proceedings that had been in Confederate with the Defendants in violation of Title 28 Sect. 2106, Note 39, Article VI Clause 2 and American Law Institute, Second Ed. Ch. 22 Section 525Restatements of the Law.

5. Whether the United States Supreme Court should recognize an exception to absolute judicial immunity from suite when it is undisputed that justices of a state's highest court to be had under color of state law adjudicated in favor of Cases knowing the suite had been won by extrinsic fraud.

6. Whether the business partnership of Jeff Smith and Helen Claudette Incorvaia n/k/a Shafe or associates are in violation of the Civil RICO Act.

7. Whether the Domestic Violence Act. should have been used to distribute assets under the color of state law to impede a legal contract covered United States Constitution under article I, contract clause when the facts show:

(a). The Court had knowledge of scheming and fraud.
(b). Misrepresenting facts by Defendant Shafe.
(c). Knowing the defendant had financial income and stock equities.
(d). Having a marital contracts adjudicated at that hearing.

8. Whether the state Court being notified by affidavit on December 6 2004 of FRSP 1.540 (b) (3) (fraud) should have stayed Court Order for the distribution of $143,000 of $154,000 held in the Petitioners law suite with a Partnership now being involved.

9.Whether the United States Supreme Court should recognized an exception to Plaintiff, and Defendant being the same name citizen of the state for proceedings pursuant to Title 28, U.S.C. Sect. 1332.

10. Whether the Judge in Case 10939 FD-24 was acting without jurisdiction when the Court (a) Denied recusal for ex parte with a Defendant attorney. (b) Denied recusal for bias towards Petitioner's case No.: 02 – 10939 FD – 24

11.Whether Confession Contracts violate the Petitioners U.S. Constitution Fifth Amendment.

12. Whether the Supreme Court should allow the exception to the Rooker – Feldman doctrine to allow a lower federal court to review state court decisions pursuant to U.S.C. Sect. 1983, when that it is undisputed that justices of state's highest court that a decision could be had, and pursuant to 28 USC Sect 1257 and 42 U.S.C. Sect. 1983; had known extrinsic fraud was used in their decisions under color of state law; and which they denied the Petitioner a trial by jury.

13. Whether The United States Supreme Court recognizes an exception to absolute Judicial immunity from suites for damages where justices of the highest state court to be had, held accountable; knowingly used fraudulent facts under the color of state law; in violation Laws guaranteed to the Petitioner pursuant to 42 U.S.C. Sect. 1983 of the United States caused financial harm.

14. Whether the Petitioner's use of the Domestic Violence Act to impede the marital contract causing the Petitioner to receive an injunction for life is justly made; do to the Florida County Pinellas Court making judgment on receiving out of court statements from Helen Claudette's witnesses; at the hearing; conflicting evidence, on bruise's received by the Court. Helen Incorvaia writing a letter to the Judge Demers prior to the domestic violence Hearing held on Sept. 4th 02. Helen Incorvaia committing financial fraud at the proceedings that had been held before Judge David Demers. Substantiated by court transcript entered into Florida Appellate Court record Index Volume One on March 21, 2003 page 65 – 104.and does this violate Congress's Domestic Violence Act.

Parties to the Proceedings

The Honorable David Demers, Pinellas County, Florida.

The Honorable Walt Logan, Pinellas County, Florida.

The Honorable Peter Ramsberger, Pinellas County, Florida County Building, 545 First Avenue N., St. Petersburg Florida, 33701.

Leonard Francis Incorvaia pro se litigant
P.O. Box 66185 St. Pete Beach Florida, 33736

Helen Claudette Incorvaia n/k/a Shafe, 8901 Apt. 301 Blind Pass Road. St. Pete Beach Fl. 33706.

Jeff C. Smith 3106 Canterberry Dr. Gastonia, North Carolina 28056 - 6505

Table of Contents

Questions for Review ..... i -iii

Parties to the proceedings iv

Table of Contents ..... v – vii

Table of Authorities and other..... vii - x

Citations of Official and Unofficial Reports of Opinions and

Opinions of Orders entered by Ct. or Adm. Agencies; Quotes ,
..... xi– xii

Appendix (Appendices) ..... 1a – 80a

Statement of Jurisdiction ..... 1 – 2

Constitutional provisional, Statutes and Regulations, involved in case ..... 2 – 3

Symbols 4

Statement of the Case ..... 4 – 9

Argument ..... 10 – 26

Order; by the U.S. 11 Circuit Court of Appeals should not affirmed District Court when only United States Supreme Court has Jurisdiction 18

Raising the federal question . . . . . 10 . . 14 . . 17 . . .18

Florida Supreme Court rejects hearing Federal Question . . . 19

Order given by U.S 11th Circuit Court of Appeals under federal district courts U.S.C. 1332 Affirmed District Court decision jurisdiction.; with RICO being raised for the first time. 24

Using the Verified Emergency Motion for support for business investment . . . . . 11 . . . 13

State rejects hearing of intrinsic fraud. . . . . 14 . . .24

RICO out of state investments 16

Judge refuses recusal . . . . . 8 . . . 21 . . . 24

Fraud Upon the Court . . . . . .10 . . . 11 . . . 12 . . 13

Court denies all recusal motions; rewards $143,180 15

RICO (elements) 16

Confession contract scheme 17

Judge in chamber transfers assets under his legislator's position . . . . . .11 . . .14

Ex parte . . . . . .12 . . . 24

State avoids Federal Question 20

Federal Courts have jurisdiction with extrinsic fraud being used in

state court decisions . . . . . 23 . . .24

Reasons for granting the petition 9

Conclusion 26

Table of Authorities Page No.

Allen v. Illinois, 475 U.S. 364, 106 S. Ct. 2988, 921 L. Ed 2d 296, (1986) Lexis 130 17

Atkins v. Lanning D.C. OKL., 415 F. Supp. 186, 188, (1976) (Conduct under color of law) Lexis 14859 . . . . . 14 . . . 22

Bush v. State Industries Inc., C.A, 6 (Tenn.) 1979, 599 F.2d 780. see also, Southpark Square Ltd. v. City of Jackson Miss., C..A. 5 (Miss.)1977, 565 F.2d 338, rehearing denied 568 F. 2d 1367, certiorari denied 98 S. Ct. 2849, 436 U.S. 946, 56 L Ed.2d 787; Chambers – Liberty Counties Nav. Dist. v. Parker Bros. & Co., D.C.Tex.1967, 263 F. Supp. 602; National Ass'n for Community Development v. Hodgson, D.C.D.C. 1973, 356 F. Supp. 1399 . . . . . 24 > 24a

Bullock v. United States, 763 F. 2d 1115, 1121(10 Cir. 1985),

Kenner v. C.I. R., 367 F. 3d 669 (1968) . . . . . 15 . . . 20 . . . 22

Capitol Indem Corp. v. Russell Steel Co., 367 F. 3d 831, 834, 837 (8th Cir.2004) Lexis 7644 [HN4] 19

Exxon Mobil Corp. v. Saudi Industries Corp. 125 S. Ct. 1547 20

Garry Slattery v. August P. MayKut, 176 Conn. 147, 405 A. 2d. 79. (1979 Conn.) 19

Gibbs v. Crittenden, 262 S.W. 2d 804 (Tex Civ. App. 1953) Lexis 2099 [**3] 17

Greater Boston Television Corp. v. F.CC. 1971 463 F.2d 268, 149 U.S. App. D.C. 322 . . . . . .12 > 44a #3

Glady v. Planning Zoning Commission, 256 Conn. 249, 260, 773 A. 2d. 300 (2001) 23

Handy Craft. Inc. v. Justices of Superior Court, 248 F. 2d. 485 (1957) . . . . . 15 . . 22

Jenkins v. State, 385 So.2d. 1356 (1980 Fla.) 20

Liteky v. U.S. 114 S. Ct. 1147, 1162 (1964) 23

MacNeil Bros. Co. v. Williams, (1956 DC Mass), 137 F. Supp. 687 . . . . . 14 . . .22

Merrill Lynch Business Financial Services v. Nudell, 363 F. 3d.1072 (U.S. Tenth Circuit), 14 F. Supp. 602 affd (1936 Ca. 10 Kan), 81 F. 2d. 431 . . . . . .19. . . 20

Moffett v. Robbins (1935, D.C. Kan.) 14 F. Supp. 602, affd. 1936, CA. 10 Kan.) 81 Fd.2d 431, Cert. den. (1936) 298 US 675, 80 L Ed. 1937; 56 S. Ct.. 940 . . . . . 23 > 32a

Olney v. Arnold (1795), 3 U.S. 308 . . . . . 15 . . . 23

Rooker – Feldman 263 U.S. 415 – 18 . . . . . 18 . . . 21

Van Scyoc v. York, 173 So. 2d. 483 (Fla. App. 2Dist.1965) 17

Weisbecker v. Weisbecker, 161 P. 2d. 990 (Cal. App. 2 Dist. 1945) 18

Zimmerman v. Kitzan, 43 N.W .2d 822 (N.D.1950 17

United States Constitution and United States Codes

U.S. Article 1 Sect 10 . . . . . 17 . . . 18 . . .22

U.S. Article 3 24

U.S. Article 6 clause 2 23

U.S. Amendment 1 18

.U.S. Amendment 5 17

U.S. Amendment 6 23

U.S. Amendment 14 . . . . . 14 . . . 15 . . 21 . . .22

28 U.S.C 1257 (a) 20

28 U.S.C. 1331 . . . . . 14 . . .27

28 U.S.C. 42 1983 .....18 . . 17 . . . 22

28 U.S.C. Sect. 2101 (e) 26

28 U.S.C. 2106 .....12. . . 21 . .22. . 23 . . .26

Other

Restatement 12
B AM Jur Sect. 708 22
Florida FRCP 1.540 (b) (3) 13 ....21 . . . 24

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1. "August. 23,02: Order for temporary injunction against Mr. Incorvaia (Fla. Trial Ct. Case No.: 10486 – 9, Sixth Judicial District Pinellas County Florida."
2. "August 23, 2002: St. Pete Beach Police Report No.: 2002 – 5628 excerpt"

"Page 4: In the lobby of the Police dept with different lighting I observed a large bruise to the left upper arm and shoulder area of H. Incorvaia. When asked if the bruise was a result of the incident she could not say for sure, stating that she bruises easily and did not want to swear that the bruise was a result of the incident when she could have gotten the bruise elsewhere."

3. "August 23, 2002" "St Pete Beach Police Report No.; 2002 5640; temporary injunction report excerpts

"Page 2: Ms. Incorvaia then gave police dispatch a copy of the injunction and we (officer Novak, Sgt. Ostoits and I responded to Ms. Incorvaia's residence where we met Mr. Incorvaia. The paper work Ms. Incorvaia I had did not include did not include a "Return of Service" but fortunately I had blank copies of the injunction Return of Service forms and used one when I served Mr. Incorvaia with the Injunction."

"Page 3 - August 23, 2002" "We went upstairs to the second floor and knocked on the door but there was no answer. We had the keys to the condo as Helen said her husband wouldn't open the door as he doesn't do that.. Since we were advised that had guns I didn't want one of my officers just opening the door, as if Leonard was home he might think someone is breaking in and start firing. I requested Helen to come upstairs and call into her husband so he knows everything was alright. This was done and the door was opened and Leonard

was standing in the living room. He was asked about his guns and said he put then in storage on 49 Street so neither he or his wife would do something stupid with them." "Page 2 ; Just prior to serving Mr. Incorvaia with the injunction Ms. Incorvaia advised that the injunction gave her possession of the residence until court date of Sept. 4, 2002 but at this time she just wanted to get her "pussy cat" and leave. After Mr. Incorvaia was served with the injunction Ms. Incorvaia changed her mind and advised that her " pussy cat" was upset and did not want to leave the residence".

"Page 3: Leonard advised me that he owned the condo since 1982, 20 years and that he has only been married 7 years to Helen Leonard added that Helen isn't even on the mortgage. Just prior to serving Mr. Incorvaia with the injunction Ms. Incorvaia advised that the injunction gave possession of the residence until (Sept. 4th 2002), but at this time she just wanted to get her "pussy cat" and leave. After Mr. Incorvaia was served with the injunction Ms. Incorvaia changed her mined and advised that her "pussy cat" was upset and did not want to leave the residence."

4. "Page [*35]: Court transcript September. 4, 2002; 6th Judicial Dist. Pinellas County Fl, Case No.: 02 - 10486 - FD – 9." "And you've got – you're a very sophisticate individual. I mean apparently the job you had in Canada was very significant job with lots of responsibility. Why are you are capable of – and in fact more capable , it would seem then the gentleman – and I'm asking you this as a question based on the history you related to me which is an impressive history in terms of your credentials – why are you not capable of being self – sustaining and getting your own place?" "

5. Page [*37] Court transcript Case No. 02 – 10486 – FD – 9 September 4, 2003"

"I've made my decision. I'm going to allow the wife to

stay in this place for fourteen days. In fourteen days you will either have to do one of two things, either get another place to live or get the Court, the judge in a particular dissolution that your entered a different Order. I have no objection to that. The Judge can after – when they have a full hearing on equities the Judge can do that."

5. "September 10, 2002 – Order - Directing Mr. Incorvaia to anger management program. Fla. above styled Case No.: 010486 – 9."

6. "September 27, 2002, Order - Verified Emergency Motion for Exclusive use of Marital Residence and temporary Support and to Freeze assets. Fla. Case No. 02 – 10939 FD – 9."

"The monies formerly located in the Southern Exchange Bank shall be distributed amongst the parties as follows:'

"(a) ten thousand Dollars to the Petitioner Immediately,"

"(b). Forty Thousand to the Petitioner upon vacating the marital residence on October 1, 2002."

"(c).The balance to the Respondent."

7. "January 22, 2003 – Order for companion Case No.; 02 – 10939 FD – 09 with case No.: 02 – 10486 FD – 9."

8. "March 10, 2003 – Order: granting motion to withdraw of Defendants council in trial Ct, Case No.; 10939 -9"

9. "Order: Granting motion to withdraw of defendant's council.", 'Florida. Trial Ct. Case No.: 02 - 10486 FD – 9 and 02 - 10939 FD – 9"

10. "September 25, 2003- DCA Order Denying Amended MTN requesting rehearing ETC Case No.: LT 02 10939FD FD "

11. "April 13, 2004; Order not approving amended statement of evidence."

12. "May 10, 2004 2D04 - 395 Order denying stay"

13. "June 23, 2004; 2DCA – 2D04 -395 Order denying clarification 78a"

14."October 26, 2004 – Supreme Court of Florida "Acknowledgement of new Case No.: SC04 – 2053, Lower Tribunal Case No.:2D04-395." "October 26, 2004 State Case No.: SC04 – 2053: Supreme Court opinion: "it is appearing to the Court that it is without jurisdiction, the Petition for Review is hereby dismissed. See Jenkins v. State, 385 So. 2d 1356 (Fla.1980); "No motion will be entertained by the Court."

15. "November 3, 2004: 2DO4-395 Deny Certification of Cause to S. Ct.-60a".

16. "November 15, 2004: 2D04 – 395 Deny Miscellaneous Motion- 79a to reopen case"

17. "December 16, 2004: 2D04 – 395 Miscellaneous Order denying motion to recall mandate."

18. "December 21 2004 Case 0210939FD: court registry check number 596919 $143,182.30 to: Incorvaia , Helen "

19. "January 13, 2005 - Notice of Appeal Case No.: 8: - cv – 2500 –SCB – TMB to U.S. 11th Cir."

On Aug. 8, 03 the Florida Second District Court of Appeal Concurred on a timely Interlocutory Petition Appeal on the "Federal Question" as untimely. Case No.: 2D03 – 1795 LT 02 – 010939 FD – 24 (App., infra., 28a).

On Sept. 12, 03 on a Amended Interlocutory Appeal the Second Court of Appeal Filed an unreported Order of Denial.(App., infra., 41a, 64a).

On Sept. 22, 04 the Florida Second District Court of Appeal filed its Order of Affirmed District Court on a timely Petition for the Federal Question. Case No.: 2D04 – 395, L.T. No.02 – 10939 FD - 24

On Oct. 26, 04 a timely Petition to the Florida Supreme Court was filed on the "Federal Question."Case No.: SC04 - 2053.

On .Oct. 26, 04. The Florida Supreme Court Denied Jurisdiction. (Federal Question). Case No. SC04 – 2053, L.T. 2DO4 – 395.

On Nov. 17, 04 a Petition to the Federal Middle District Court before Finial Order had been given by the Florida District Court .Case No.: 8: 04 – cv - 02500(Cert. Review).

On Dec. 21, 2004 the Petition was denied for lack of subject mater. Case No.: 8: 04 – cv – 02500.; (Fed. Dist. Ct., -infra, 23a).

On Jan. 13, 05 a timely Petition to the U.S. Eleventh Circuit Court of Appeal was filed Case No.: 05: 10299,

On Oct. 4, 05 Petition Case No.: 05: 10299 was Adjudged and affirmed the U.S. District Court, Middle District, Florida

On Dec. 12, 05 a timely Petition for a Rehearing Denied; Case No.: 05: 10299.(App., infra, opinion – 43a).

On Jun. 28, 05 a timely Petition to the U.S. District Court, Middle District Court Florida .Case No.: 8: 05 – c.v. – 1219 – 17 EAJ, Florida Case reference Florida LT. 02 10939 FD -24

(fraudulent conveyance).
On Jul. 7, 05 a Petition to the U.S. District Court, Middle District Florida, Florida Case No.: 8: 05 – c.v. – 1219 – 17 EAJ; Denied.- (Dist. Ct. Opinion - 17a).
On Aug. 5,, 05 A timely Petition to the U.S. Eleventh District, Case No. 05 – 14355 –GG (RICO)
On Feb. 2, 2006 Case No.: 05 – 14355 – GG Affirmed District Court. (App., infra., 9a – 12a).
On Mar. 2, 2005; A timely Petitioner for Writ. Of Cert. to this court, The United States Supreme Court combining the two Cases No. – 05 10299 and 05 14355 –GG had been filed in accordance with U.S.C. Sect. 2101(e)

U.S. Supp. R. 14 1(e) (iv): Constitutional and Statutory Provisions to Confer on this Court jurisdiction:

1. RICO: (Use of color of state law to extort money for business real estate).
2. U.S. Constitution Amendment I: Freedom of assembly(denied access to common elements of Petitioners retirement condominium.)
3. U.S. Constitution Amendment V: bare witness against. himself.
4. Amendment Fourteen - "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens or this United States; nor shall any (State deprive any person of life, liberty, or property, without due process of law; nor the equal protection of the Law")
5. U.S. "Constitution Amendment VI, Note 3:"Trial Judge must be abundantly careful to refrain from becoming an advocate for the government or from indicating dislike or disbelief of any witness particularly the defendant, but has prerogative and often the duty to insure that facts are accurately

brought out."

6. U.S. Constitution Article 1, section 10, Clause 1:" (Impairment of contract).

7. U.S. Article III: Broad federal jurisdiction granted by Congress.

8. 18 U.S.C. 1361- willful destruction of property; (Section 45- by disqualified Judge).

9. 28 U.S.C 1331 (infra. 45a #4).

10. 28 U.S.C. 1331 (infra.,44a #1).

11. U.S. Civil Rights Act. 1871: Misuse of power by virtue of State Law.

12. U.S. Constitution Article VI, Clause 2

13. 28 U.S.C. 2106 (infra. 44a #3).

14. 28 U.S.C. 1291: Public importance as to require immediate attention in this Court.

15. 42 U.S.C .1983- On violations of certain protections guaranteed to the Petitioner by the United States Constitution.

16. 28 U.S.C 1257 (a): Review of state court decisions.

17. 28 U.S.C. Sect. 2101- Public importance as to justify deviation from normal appellate practice and to require immediate determination in this Court.

U.S. Supp. R. 14 1(e)(v)The Petitioner hereby states that notification in accordance with Supp. Ct. R. 29.4(b) have been made.

U.S. Supp R. 14 1(G) (i): see: Supp. R 14 1(e)

2DCA – Florida Court of Appeals Second District.
J.Q.C. – Judicial Qualification Commission.
Plaintiff – Mr. Incorvaia

Statement of the Case

Ms. Incorvaia contacted the Court in the Sixth Judicial Circuit Florida giving the Judge her dossier business credentials for her domestic violence Injunction hearing.

The Chief Judge assigned himself to Injunction Hearing held on Sept. 4, 02; see **62a** The defendant filed with the court a financial affidavit showing zero income, zero assets; not declaring U.S. or Canadian savings accounts with her petition for a Domestic Violence Injunction on Sept. 4, 02, Helen Incorvaia submitted pictures to the Court of bruises she claimed happened on Aug 22, 02. The photographs had been taken by a real estate client of the real estate company she worked for.

Mr. Incorvaia shows the Court evidence of a body diagram illustrating the same bruises seen on her 5 days prior to the incident which occurred on Aug. 22, 02, electronically faxed to his attorney he hired prior to the Aug. 22, 02 incident; see **77a**.

The Courts opinion had been that Mr. Incorvaia was a wrongdoer, because he tried to protect himself. The Chief Judge substituting in Case No.: 02 – 010486 – FD – 9 had been informed at the proceedings

1. The Petitioner had to transfer $100,000 from an account in both parties names due to an unknown man calling his residence would compromise the integrity of their account; latter known as Jeff C. Smith business partner of Ms. Incorvaia and also client the real estate company.

2. An Antenuptial contract between parties had been stated in court proceedings.

The Court had been aware that fraudulent financial affidavit had been given to the Court by Ms. Incorvaia; stated by Mr. Incorvaia's attorney; see **62a.**

The Court stated to the parties that because of assets involved in the case a full hearing on assets was necessary before there distribution but did not comply with that decision, but gave the Order for $50,000 to be given to Ms. Incorvaia in Case No.: 02 – 010939 – FD – 9; see **62a**. Mr. Incorvaia dismissed his attorney for his involvement without his permission; which caused impairment of his marital contract. The Petitioner hired a second attorney who requested the Court's permission to withdraw from the case on Mar. 10, 03; leaving the Petitioner as pro se in court proceedings. At the pretrial Hearing held on July 15, 03; The Plaintiff had been informed by Ms. Incorvaia's Attorney stating to the Court: $50,000 had been given to Ms. Incorvaia by the Court for to live on and an additional $30,000 unfrozen by the Court. Ms. Incorvaia's attorney had been present at her deposition on Jan. 20, 03, which .Helen Incorvaia under oath admitted that the transfer of over $30,000 frozen in the US went to Canada to make the asset safe.

Helen Incorvaia states under oath that $50,000 had been given to her for real estate investment with her business partner Jeff C. Smith; see **61a.** Judge Ramsberger states that Judge Demers had given her money in the domestic violence case; see 61a., Mr. Incorvaia fired his attorney for personally bargaining without consent.

Mr. Incorvaia disqualified this Court because of a business card and cell phone number written on it by Ms. Incorvaia which he felt implicated the assigned Judge who signed the Order for $50,000 with a real estate company and Ms. Incorvaia: in Case

No.: 02 – 010939FD – 9 (pre trial hearing).

The Court went into recusal upon finding out that Ms. Incorvaia had a business card of the Judges Wife; see **76a**

Mr. Incorvaia had notified the Court on Sept. 4, 02 hearing that Ms. Incorvaia had transferred a Charles Schwab Account into her name. She admitted this account had been part of the martial contract showing it on her Amended financial -affidavit on Jan. 24, 03. This stock account had an investment value of over $70,000. When questioned about the account at the Hearing on Nov. 30, 04; Ms. Incorvaia stated under oath that this account had been given to her by the Court; see **69a** which brought the pre distribution sum up to $151,000 without a full hearing on that contract. Mr. Incorvaia filed an interlocutory Appeal on case 02 – 010939 – FD – 9 on Mar. 14, 03; Appeal Case No.2D03 – 1795 which contained issues (a) Federal Question: Amendment 14, (b) Contract impairment with $191,000 kept out of reach in Canadian banks. The marital contract had to be looked at by the Court because the value stated in U.S. dollars listed in the marital contract was ambiguous under the monitory value of the Canadian dollar. Material evidence had been put in Appeal Court record showing an incorrect sum of money wired into this Country against what was stated in the marital contract by Ms. Incorvaia Fla. App Record Index Vol. Three page 406 - 411.The 2DCA denied a interlocutory appeal as untimely.

Mr. Incorvaia notified the J.Q.C. on Dec.10, 03 reflecting Court events. The J.Q.C. stated that all that was seen was Court error; see **54a**

Mr. Incorvaia had requested a trial by jury in court Case No. 02 – 01939 – FD – 24, do to extenuating circumstances concerning the marital contract on September 16, 03.This oral Court pleading had been denied; see **58a**. This Motion had been denied by the Court.

On the finial trial date Dec. 4, 03, the Petitioner had ordered a court reporter. The court reporter that covered this Court had been absent in court. She had personally told Mr. Incorvaia that she would cover the court hearing..

The trial Court distributed assets instead of having a full hearing on the Antenuptial contract, which had been stated by the Court on Sept, 4, 02 would be held. The Court further ordered payment to Ms. Incorvaia the sum of $134,000. This brought the total distribution to Appellee up to $269, 227.00. The Petitioner been told that a had a Appeal Bond of $154,000 was required by court the for the appeal to the Florida state 2DCA.

Mr. Incorvaia filed notice for disqualification of this Court on Feb. 27, 04 pursuant to Ex parte communication with Ms. Incorvaia's attorney which was denied by the Court; see **51a.** Appealing his case to the 2DCA; Case No.: 2D04 – 395 for the second time he brought issues involving "Federal Question," but the 2DCA affirmed the trial court on Sept. 22, 2004 without a written opinion on the "Federal Question;" see **29a**. On Oct. 13, 04, the Petitioner had filed a suggestion of great public, importance with the 2DCA Fla. Constitutional rules pursuant to U.S, Constitutional Law. On Nov. 3, 04 the 2DCA ruled that the suggestion was denied as untimely. Mr. Incorvaia appealed to the Fla. Supreme Court pursuant to the "Federal Question" filed on Oct. 17, 2004, and documented on Oct. 22, 04.Case No.: SC04-2063.

The 2DCA mandated the Case back to the trial Court on Oct. 25, 04. The Florida Supreme Court denied jurisdiction on Oct. 26, 04 Case No.: SC04 2063.

Mr. Incorvaia filed a Motion with the 2DCA to "Recall" the Mandate that was sent to trial Court, because the court had overlooked the "Federal Question," but this Motion was denied. On loosing jurisdiction in the Florida Supreme Court; Nov. 17, 04 the Petitioner filed in Federal District Court a Writ of

Certiorari pursuant to 42 USC 1983. Within the Writ had been the "Federal Question." The U.S. District Court held "Rooker – Feldman" (subject matter); barred the instant action of that court, and dismissed Mr. Incorvaia's Case.

The hearing to enforce finial Order was set for Nov. 30, 04; held by the same Court that presided at the marital trial which refused Mr. Incorvaia a trial by jury, and a court reporter for a meaningful appeal. Court Reporter Agencies are no longer assigned to a Court in Pinellas County, The change made shortly after the reporter missing incident on Dec. 4, 03 in which parties were forced to use Court assigned reporter agency's in State of Florida, Pinellas County.

The Court had signed an order granting Ms. Incorvaia $143,182.30 bring the total over $496,227 included Court held asset, and $222,000 in Canadian Savings Banks.

The Plaintiff Motioned the Court on Dec.6, 04 to "Stay" Court Order to obtain his transcript, and assert FRCP 1.540 (b) (3); see **45a #6** (fraud). This Motion was also denied. Receiving just Excerpts of his transcript which excluded Ms. Incorvaia's financial statements under oath stating the business partnerships never existed. Mr. Incorvaia immediately motioned the Court for it's disqualification on Dec. 9, 04 because of his incident with his transcript at the Sept. 4, 03 trial; having the same Judge Logan that denied him a transcript at that trial.

The Motion for relief using FRCP 1.540 (b) (3) was denied Recusal by Judge Logan and was immediately blocked by the Pinellas County Court Administration on Dec. 9, 04: see **71a** The affidavit to Disqualify Judge Logan on December 17, 04, was also denied. The Affidavit filed on Dec. 13, 2004 to vacate finial Order to disperse $143,182 to Ms. Incorvaia, and to notify Florida's States Attorney Generals Office pursuant to Fla. Statute 837.02; see **74a** had also been denied.

In Judge Logan's Memorandum order: **see 39a**. Judge

Logan notes that Mr. Incorvaia had disqualified Judge Ramsberger. The Court prevents the Petitioner from staying the case and transfers the $143,182 from protective custody of the state to Ms. Incorvaia.

The Federal Question had been brought it up as an Interlocutory Appeal in a "timely manner" because Mr. Incorvaia (As Pro se), Filed on Apr. 8, 03 with Florida 2DCA. The Brief contained the Federal Question. (making a point in the Law)

Attorney Iannacio and Chief Judge Demers impeded Mr. Incorvaia Contract without permission from Mr. Incorvaia. His attorney was fired. Judge Ramsberger granted his second Attorney Scott permission to withdraw Mar.13, 03. Mr. Incorvaia did not know what his protective rights were at that time under the United States Constitution.

Two of the reasons for granting this petition are:

1. Citizens are denied their true right to the protection which guarantee's that true right to the protection of the Constitution which is guaranteed by the framers of their Congress. When state courts put aside fraud and perjury in their proceedings, do not address important issues and apply applicable law with their actions causing citizens to loose property and social status. These corrupt courts have formed other allegiances, which are greater than their sworn oath to uphold and protect the United States Constitution.

2. The United States Supreme Court should recognize exception to absolute immunity. When Justices that have disregard towards perjury and fraud and ruled in favor of fraudulent facts; commence war against the United States Constitution and the people which it protects.

The Florida Court using judicial power under the color of state law and with knowledge that Ms. Incorvaia committed financial fraud; ordered the released from contract of $50,000, $30,000 $70,000 in stock, $143.182 which had been received by Helen Incorvaia and business partner Jeff Smith.

The Defendants transferred money through the Court under the color of state law; placed in their bank account in the U.S. State of North Carolina bank, and also placed in a foreign bank account. In Canada under family names.

The trial court appellate courts and officers of the court had been made aware of extrinsic fraud with document evidence, official transcripts of court testimony which showed hiding assets on September 4, 2002, and a real estate partnership in state Case No,: 02 – 10939, but chose to obstruct justice by stopping the Plaintiff from exposing the fraud by not giving Plaintiff a fair opportunity to be heard, before removing $143,182.30 from the protective custody of the U.S. State of Florida.

In Rooker – Feldman, 263 U.S. 415 - 16 Doctrine stated by the U.S. 11th Circuit used same name and same state abstention for affirming the District Court. The United States Supreme Court should give an exception to this Doctrine because; parties within the Partnership must be considered the same citizenship; Id at the Capital Indem Corp v. Russellville Steel Co,, 367 F. 3d 831, 834 – 637 (8th Cir. 2004); see at [HN3] "Complete Diversity; in holding citizenship.

Partnership investment's had been made in North Carolina, and in Florida; while court testimony by the defendant Shafe under oath states on Nov. 30, 04, that there had never had been a partnership with Jeff C. Smith; see **69a**,[*P-23]. RICO Case 05 – 14355 - CC had been dismissed under the "Rooker – Feldman" by the 11th Circuit; unopposed by the Defendants; see **9a**,**10a**.

The state omissions; refusing to act on fraudulent business

partnership, and the Defendants not opposing the Petitioners' Civil RICO claim in the Federal 11th Circuit court gives the Petitioner the right to prosecute in federal court.

The Defendant's used Domestic Violence Act., and "Fraud" under color of state law to finance their real estate business; see Atkins v. Lanning D.C. OKL., 415 F. Supp. 186, 188, (1976) Lexis 14849, [HN1] (Conspiracy to deprive civil rights)

The same Judge who presided in the domestic violence hearing and working under a different state Case No. 02– 010939 FD -9; delegates to his assigned Court the signing of his Order for $50,000, and $31,000 frozen funds to Ms. Incorvaia by using a affidavit dated on Sep.7, 02 for emergency motion for support needing money to live on; Id 42_USC 1983 Id .Akins v. Lanning.

This judicial scheme using the color of state law used the emergency motion for support shortly after the Chief Judges' statement in court, that a full hearing on assets would be made in the court proceedings before any distribution of assets was to be made Sept.. 4, 02; The Judges understood the law because he was informed at the proceedings that a marital contract existed, by Defendant Shafe. But hat he did next knowing that there had been no emergency for money handout;_violated U.S. Constitution Article 1 Sect. 10 (contract clause) by giving an Order to his assigned Court in his Legislative capacity dictating to Judge Ramsberger to give $50,000 of contract money to Ms. Incorvaia which was to be used in out of U.S.State investment associate Jeff Smith.

Under Judicial laws acting in good faith, the Petitioners labor in this law suite should have come to end by showing a violation of Amendment 14 (loss of property) and, pursuant to Fraud on the Court" to set aside Court Order's; see **44a #3** Id U.S.C. 28 2106.The state Court's was informed that:

1. An Antenuptial contract drawn up in the U.S. State of New

York was broken arbitrary by the U.S. State of Florida .

2. Evidence given to the Court, that foreign Canadian dollars was used in representing U.S .dollars in the marital contract and financial affidavits on a unequal equal monetary level.

3. $31,000 under Mr. Incorvaia U.S. Income Tax number and been frozen by Judge Ramsberger was released and put into different names in foreign Country.

4. The impairment of contract caused financial injury to the Plaintiff..

5.Under Color of his office with a wrongful act and omissions the Court gave $50,000 from the Petitioners contract which was commingled with funds in U.S. State of North Carolina; see **80a**

6. The United States is responsible for money taken under omission into a different States or different Country.

State Abstention Doctrine's are defeated by extrinsic fraud that was perpetrated on Sept. 4, 02, Jan. 20, 03, July 15,03, and Nov. 30, 04 by Defendant in which scheme involvement with players discussed more fully in the original briefs to the U.S. 11th Cir. see App. Brief Case No.: 05 – 14355 – G - Page 12 of 20.

The officers of the Florida court had known that extrinsic fraud had taken place at hearings on Sept. 4, 02, July 15, 03 and Nov. 30, 04. The Petitioner show's this court that the state Court and attorney's had knowledge that the Defendants schemed to obtained money for their real estate partnership.

Attorney's accountability for confederate scheming with clients; when disclosures should have been made are legally liable to the State of Florida and Federal Government. in American Law Institute Restatement 2d; Section: 525 Authorities depicting law of confederate misrepresentation which shows this Court abuse of discretion, and non compliance for the recognition and support of the above tort law involving Judges and attorneys in this A.B.A; announcement.; see **49a**, which the Florida Court should have set aside Judgment Id 28 U.S.C. 2106, see **44a #3.**

The Court being aware that fraud existed by testimony in his court by attorney Iannacio; (Bavo, Bush, Grazing & Rise Law Firm) in Case No.: 02 - 01486 – FD on Sept.. 4, 02 stating false financial affidavit given by the Defendant.

The Pre trial hearing (State Case No. 02 – 010939FD -9) held July 15, 2003 in which statements to the Court had been recorded on transcript of Ms. Incorvaia's attorney Richard Zacur stated:

The Chief Judge and attorney Iannacio had agreed to distribute assets; giving his client $50,000, and extra $30,000 unfrozen money; see **60a:** ; see also Bullock v. United States. 763 F. 2d 1115, 1121 (10th Cir.1985) Lexis 20673 [HN2]; (Federal Court can investigate).

The securities taken from the Charles Schwab account on August 27, 2002 prior to Judge Demers award; which attorney Zacur knew about was not mentioned by Zacur or Costis..

What Mr. Zacur had been present at the January 20, 2003 deposition of Ms. Incorvaia when she had stated under oath that $30,000 had been transferred into different names in a foreign country; see **61a, [*p-20]** and also did not disclose $70,000 in stock securities on her financial affidavit before she signed the support Affidavit Sept. 7, 02..

The Defendants Partnership had been an established real estate business: Jan. 20, 03 deposition transcript shows that attorney Zacur knew about the real estate partnership before pretrial hearing; held on July 15 2003: see **60a [*p-5]**.

Helen Incorvaia under oath testified that the money she had been given to her by Judge Demers was to be used for her real estate business partner Jeff Smith at the above hearing

The Plaintiff had received a letter that stated if didn't hand over $50,000, he could be held in contempt of Court; see correspondence: September 18, 2002 see **78a** The Court was using the Emergency motion for support as legal extortion for

breaking up the Antenuptial contract.

The fraud scheme is shown in the Petitioners briefs submitted to the United States 11th Circuit. which shows Real estate Company involvement.

The Court's actions are subject to fraud on the court law; Id at 28 U.S.C. 2106.

The state had opportunities to articulate on the "Federal Question," but the 2DCA Concurred without an articulate opinion; mandated the case back to the trial court.

The Judicial Qualification Commission stated failed to investigate the case after the Plaintiff made a formal complaint; see **54a.**

The Petitioner informed the State Attorney General's office stating there was fraud and corruption involved in Florida State court proceedings. The Attorney General office did not want to get involved in any legal action. see **55a** and **57a.**

State decisions were made without hearing any U.S."Federal Question" pleaded by Mr. Incorvaia causing him to seek jurisdiction in the U.S. District Court, Florida Middle District Division on Nov. 17, 04; Case No. 8:04 – 02500 – SCB – TBM. see Mac Neil Bros. Co. v. Williams, 137 F. Supp. 687 (1956, D.C. Mass): "Erroneous decisions by state judge, acting within his jurisdiction, is a violation of state right under the 14 Amendment which will bring action within the jurisdiction of federal court." Id .28 USC 1331; see **45a #4**..

The Defendant in court under oath on Nov. 30, 04 stated stock equity accounts had been given to her by the Court. This asset had been hidden on her financial affidavit Sept. 4, 02.

The Florida state Court deprived this contract asset. "Depriving the other party of property with various bad faith acts committed under the color of state law; Id Akins v. Lanning.

The Court of Nov. 30, 04 repeatedly refused disqualification of Judge Logan and released $143,182 to Ms. Incorvaia. Mr. Incorvaia Dec. 9th 04 filing of this disqualification had been returned to him by the clerk.

Using his administrative position under the Chief Judges' job description the Chief Judge ordered fund transfer with fraud awareness Id. Bullock v. United States "Fraud Upon the Court;" see 11th Cir. Court Brief', page's , 24, 39, 41 Case No. 05 – 10299 CC., Case No. 05 -14355 G , page 12; also Id **44a #1,and 48a # 10** Kenner v C.I.R.. 318 F. 2d 632.

Judicial tribunal under color of his legislative office impeded the Antenuptial contract. see Olney v. Arnold (1896), 3 U.S., 308, 1 L. Ed. 614 at Lexis 1796 [HN7], (" U.S. Constitution .prohibits an heterogeneous union of the legislative and judicial department to enforce any legal and of bad faith.

Judge Logan who had been the assigned for Judge of Judge Demers refused recusal; acting without proper or competent jurisdiction distributed $143,182 under color of Florida State law to the defendant Shafe.

The Court acted with partiality and bias towards the Petitioner. The United States First Cir. Ct. of Appeals opinion on this styled case: cf Handy Café Inc. v. Justices of the Superior Court, 248 F 2d 485 (1957 First Ct. App.); see at Lexis 3817 [**3] "Actions under civil rights Act. must be against individual persons or officials who under color of their respective state officers, subject a person to denial of federal Constitutional rights." Under color of law of their respective officers the Petitioner had been deprived of his property without due process of law and, had been denied the equal protection of the laws Of the United State's Constitution Fourteen Amendment.

The Petitioner named individual judges involved in the case. Judges are erroneously protected by complete judicial immunity in United State's Federal and State Courts. see **26a**

Administrative Order No.: PI - CIR - 02 - 15. Re. Cir Civ Sect. Case as administered by the Chief Judge had been used to show fair case assignments; but Judge Logan had been assigned in opposition of blind pick system in this case further shows that this Judge Demers had set up random and blind assignment system to show fairness. Evidently it also points out that the Judge had special interest in this case by his self assignment, and the assignment of Judge Logan; against Judge Ramsbergers' Order.

The money seen in Ms. Incorvaia and Jeff Smiths business is shown as early as Oct 31, 02 in a North Carolina Bank account; see **80a**.(crossing state lines for investment).

The Courts knowledge that perjury and fraud occurred in court by Ms. Incorvaia n/k/a Shafe; supported with his legislative position; and the fact she went out of state to bank the money with Jeff Smith for business; violates Congresses Civil RICO Act.

In the Petition and briefs before the 11th Circuit:

1. Crossing Florida state lines into the State of North Carolina to conduct business;
2. Using the U.S. Domestic Violence Act. in Florida state court to gain assets for their real estate business
3. Contract residential l furniture removed for receivership of real estate business purposes;
4. Hiding stock assets on a financial affidavit.
5. Committing perjury in Judge Logan's proceedings (finances and partnership)in court for purposes to defraud, and receive $143,000.182 on Nov. 30, 2004.

The Court on Sept. 4, 2002 also accepted photographs of bruises into evidence of probative value; taken by a business client of Jim White Real Estate Co., and realtor Ms. Incorvaia; The Court accepted out of court testimony from hostile witnesses; see original brief s (Fed.11th Cir.).

The Plaintiff was required to sign a confession contract by

which could be used against him or any citizen who would signed it; in any court of law; see the Confession Contract; see **81a** which the Florida Circuit Court in Pinellas County required admitting to violence and sexual misbehavior by contract in his injunction for life Ordered by Judge Demers.

The Defendants using judicial scheming for breakup of a marital contract; using the Congressional Domestic Violence Act. to defraud the U.S. Constitutions' Article 1, Sect. 10, Clause 1, and confession contracts in violation the Constitutions Amendment Five used in the State District Courts violates his protection under Amendment Five Confessions taken by contract; printed in volume and certified by State. This dwarfs Allen v. Illinois, 478 U.S.364, 106 S. Ct. 2988; 92 L Ed. 2d 296 see at [*** L. ed HN5] Lexis 130 "statutory scheme" where a defendant would provide the clearest proof that the statutory scheme is so punitive either in purpose or effect as to negate the states intentions that the proceedings be civil, the proceedings must be considered criminal and privilege against self incrimination must be applied.

The U.S. State of Florida had provided the certification for the Salvation Army to insist that Mr. Incorvaia sign this contract to be used against him; violating his protection under Amendment Five.

On January 6, 2003 Mr. Incorvaia filed in Pinellas County court an affirmative defense pleading in opposition to Batters Intervention Program Contracts with only the basic knowledge of law; but making a point of law to be looked at.

A second appeal to the 2DCA: was made without a court transcript unavailable through no fault of the Appellant. The district Court must order a new trial: Van Scyoc v. York, 173So. 2d. 483 (Fla. App. 2 Dist. 1965), also stated in other U.S. State courts: Gibbs v. Crittenden, 262 S.W. 2d 804 (Tex. Civ. App. 1953), Zimmerman v. Kitzan, 43 N.W. 2d 82 (N.D.1950),

Weisbecker v. Weisbecker, 161 P.2d 990 (Cal. App.2ed Dist.1945) but a retrial had been denied. There had been Petitioner's evidence along with transcript statements and depositions of witnesses testimony had been necessary in absents of denied transcript needed for Appeal from the trial Court which:

1. Denied Mr. Incorvaia a trial by Jury; Sept. 16, 03; see **58a**
2. Making Mr. Incorvaia proceed to trial without the courts assigned section reporter,
3. Issues on the U.S. Federal Question
4. Deficiency in money brought into the contract, a large sum of money out of reach in Canada,
5. An interlocutory Appeal pending a rehearing with the 2DCA on the "Federal Question," **see 41a**

The court reporter is essential for suite against that Court who negates a trial in good_faith. The transcript is needed for a meaningful appeal_pursuant to Congresses Interlocutory Appeal Act., The above violated Mr. Incorvaia civil rights causing none compliance with United States Code 42 USC- 1983.

The Petitioner had filed evidence in 2DCA App. Record. Showing extrinsic fraud existed in this case; see Petitioners 11th Cir. Original brief Case No. 05 – 10299C: pages 8, 9, 10, 11.

Mr. Incorvaia had requested the 2DCA to hear Case No.: 2D04 – 395 Appeal. The Brief shows the court: "Federal Question:"(Article 1- Contract Clause), Amendment 1(Freedom of assemble), Amendment Fourteen (Due process), and reference to Interlocutory Appeal 2D03 – 1795 fraud. contract clause, and "Federal Question's." Evidently the 2DCA mandated the case back to the trial Court. as untimely; see **64a**

The Florida state court cannot block a U.S. Federal Appeal pursuant to "Rooker – Feldman" having fraud not being reasonable heard or adjudicated "upon none existence of valid finial judgment on the_merits of the case;" also with perpetrated

fraud using the color of state law. This preclusive effect mirrored into the "Federal Question" in Mr Incorvaia's Federal Case; cf Gary Slattery et al v. August P Makut et al.; August P. Markut v. Gary Slattery et al, 176 Conn. 147, 405 A 2d 76 (1978 Conn.) Lexis 1010; Lexis 167: see at [HN3] (valid judgment).

The U.S District Court dismissed Mr. Incorvaia's Case pursuant to "Rooker – Feldman" for lack of subject matter jurisdiction, and diversity action when only the U.S. Supreme Court has appellate authority to review state decision's; see Id at 28 U.S.C. 1257 (a); establishing U.S. Supreme Court jurisdiction in which to review certain finial judgments or decrees rendered by the highest court of the state in which a decision could be had Id at Merrill Lynch Bus. Financial Services Inc. v. Arnold Nudell, 363 F. 3d. 1072; Lexis 7063; at III Discussion, [** 5], [*1075], (Tenth Circuit);

Ms. Incorvaia and Jeff Smith had a real estate investment partnership; but the 11th Circuit on "Same Name" in "Same State" Doctrine had possibly missed additional issues to the Court on extrinsic fraud committed by Defendants and" Fraud on the Court." with reference to the Court in Chambers having knowledge that the party he supported committed fraud, and Ms. Incorvaia under color of state law schemed using the United States Domestic Violence Act. to obtain money needed for real estate investments with Jeff Smith. The "Same Name citizen in state for complete diversity used by the 11th Circuit is nullified by the Defendant committing perjury and fraud with the assistance of the Court under color of state law; and having the partner Jeff C. Smith in North C olina. A business partnership is recognized as having the citizenship in that partnership. The Denial of the Partnership is also omission to any active office location for that business as not to exist in the U.S. state of Florida; which disputes citizenship in that state. Id Capital Idem Corp. v. Russell Steel Co.

There is no record of the Plaintiff properly being heard in the above styled Case or that extrinsic fraud was adjudicated on Case merits or judicially adjudicated at all. It had been necessary to petition the federal court to protect his financial law suite; cf Merrill Lynch Business Financial Services v. Arnold Nudell, U.S. Tenth Circuit of Appeals, April 12, 2004 Case No. 03 – 1163 took jurisdiction pursuant to 28 U.S.C. 1257 (a); and a reason why preclusion Doctrines should not be applied by lower Courts for defendants acting under color of state law when there is extrinsic fraud committed or when the "Federal Question" is present; Id 28 Sect.1331 note 13 (District Court jurisdiction).

The 2DCA and trial Courts had been given first opportunity to consider the applicability of state statutes in light of Constitutional issue challenge. The appeal from Florida district courts to Florida Supreme Court entitled jurisdiction under "Section 3.8 Construction of State or Fed. Const." Section 3(b)(3) of Article V of Florida's state Constitution (A) "The Supreme Court shall review by appeal *** (ii) finial Orders of trial courts and decisions of the district court of appeal initially and directly passing on the validity of state statute or statute or treaty, or construing a provision of the state."

The Florida Supreme Court denied the Plaintiff quoting Jenkins v. State, 385 So.2d 1356 (1980 Fla.) Lexis 4281 (overview) states: "Because the decision at issue did not contain an express or direct conflict based on its lack of opinion, the application for review was dismissed."

Petitioner's issues had conflict between Florida State and the U.S Federal Constitution's Article I (contract clause). with lack of state opinion, starting from first instance of his interlocutory appeal; see **28a, 41a.**

The petition had been with a suggestion of great public importance; but the 2DCA mandated the Case back to trial Court not articulating any distinct rationales for its opinion, leaving the

finial Order and" Federal Question" to the trial Court; see **31a**

Mr. Incorvaia with exception to state abstention doctrine, filed in federal district Court to protect his financial law suite; before the schedule hearing on finial judgment to distribute a Supersedeas Bond of a $154,000 to the Defendant on Nov. 17, 04.

The U.S. Supreme Court Held that for declaratory relief complaining of injuries by a state court before judgment is rendered invited the district court to parallel action in federal court as protective matter, and federal jurisdiction is not founded under Rooker - Feldman, 263 U.S. 415 – 16, 44 – 16, but in relief of Mr. Incorvaia's law suite; see cf Exxon Mobil Corp. v. Saudi Basic Corp. 125 S. Ct. 1517, 2005 WL 711586 (U.S.) at [HN5].

The Petitioner needed federal protection against the Defendants real estate partnership an affiliated businesses which had support under color of state law by the State Florida Court.

The Defendant testified under oath on Jan. 20, 03 of the partnership collecting rent from partnerships investment.

The Court's involvement with the partnership is fully explained in the Petitioners U.S. 11th Circuit original briefs showing judicial integrity is in question Id U.S. 28 2106 would put any state Mandate aside; and the filling with the state court relief under FRCP 1.540 (b) (3); see **45a (3),71a** which must parallel the U.S. Federal rules for relief; but the Florida Courts and associated Agencies had been in omission on fraud and perjury.

The Court distributed assets to Ms. Incorvaia in his Legislators position as Court Administrator in Case No. 2 – 010486FD – 9. and then in Case No. 02 – 010939FD – 24 the Court refusing recusal and acting without jurisdiction under color state law violated the Violated the United Fourteen Amendment directing not to deprive property without due process or denying Mr. Incorvaia his equal protection rights under the United States Constitution..

When the attorney and Judge discuss dividing up assets without permission of a client they should be protecting; and both Judge and attorney are aware fraud is involved in that action; it corrupts all further proceedings. Id at Bullock v United States The Court Stated:

"Fraud upon the court is fraud which is directed to the judicial machinery itself and not between the parties or fraudulent documents, false statements or perjury . . .it is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function thus where impartial functions of the court have been directly corrupted."

The Court Orders for financial transfers by assigned Judges distributing assets without abiding by the Antenuptial Contract overriding U.S. Article 1, Clause 10 (contract clause). Congress when framing Article 1 did not give power to Florida Sate judicial body to override the U.S. Congress unless need for necessity for public purpose, and definitely not to further business investments as an important event as emphasize in Constitutional Law; Id at 16B Am Jur 2d. Sect. 708; see **46a.**

The Chief Judge use of power of a Legislator had deprived Mr. Incorvaia of his assets; cf Hardy Café Inc. v. Justices of Superior Court, 248 F. 3d 485 (1957, Lexis 3817 ** at [**3]; not protecting him under U.S. Amendment Fourteen, 42 U.S. Code 1983, Id at Akins v. Lanning.

The Court made decisions in "Bad Faith" knowing fraud existed; see MacNeil Bros. Co. v. Williams, 137 F. Supp. 687, (1956 DC Mass.); in which a Judges erroneous decisions was a violation of state of right under United States Fourteen Amendment, and It brings jurisdiction to the United States Federal Court.

The Chief Judge with Legislators power gave $50,000 to Ms. Incorvaia with the erroneous use of a verified emergency motion for support signed by Defendant Shafe on Sept. 7, 2002 used as a vehicle for Partnership investment; see Olney v. Arnold, 3 US. 308, Lexis 407 [*7]; Id at 28.USC Sect. 2106 note 39.

When extrinsic fraud is involved Mandates should be put aside by Appellate Courts. Id at 28 U.S.C. 2106..

The Petitioner in good faith exhausted motions and petitions pursuant to the "Federal Question" without being reasonable heard. cf Liteky v. U.S. 114 S. Ct. 1147, 1162 (1964).

On Aug. 8, 2003 an early appeal had been denied by the 2DCA. When a non finial Order is denied; a court transcript is needed to importantly raise again this appeal after rendition of the finial Order for determination of litigation pursuant to the U.S. Congresses Interlocutory Appeals Act. In the early appeal to the 2DCA were issues on the "Federal Question"; see **41a**

At the Dec. 4, 2003 Trial; Mr. Incorvaia called the reporter's agency inquiring why the reporter wasn't present. The agency called the Court stating that reporters don't take checks. The Judge placed this announcement over the courts speaker phone so all in the courtroom including Mr. Incorvaia's witnesses would here it; insinuating Mr. Incorvaia is a wrongdoer; see **66a** the Courts statement; Id Amendment 6; **44a** #2 see also the reporter who specifically covered that Judge's courtroom; indorsed check; see; **54a.** A neutral observer stated that Judge Logan insinuated Mr. Incorvaia was a wrongdoer: April 27, 2004. see 67a, by Judge Rondolino (Fla. Case No. 03 – 006835 – CI 13.Mr. Incorvaia's Court hearings, and trial held on December 4, 2003: see Trial Court statement biased Mr. Incorvaia's witnesses which had been seated in Judge Logan's court room at the finial hearing Dec. 4, 03..

The Administrative Judge and his assigned Judge Logan had been biased by showing:

1. The Court personally setting meetings for legal fees in the office of Ms. Incorvaia's attorney Mr. Zacur on April 9, 2003.
2. Denial of Sanction's against Ms. Incorvaia and her Attorney for unfreezing $30,000,
3. Denied Motion for Stay to receive his transcript from court reporter hired for the Nov. 30, 2004 hearing which implemented the Defendants in extrinsic fraud and perjury;
4. Refusing disqualification; see page **39a** , transferring $143,18to Defendant Ms. Shafe on December 20, 2005which was after that Judge received FRCP 1.540 (b) (3) to put judgment aside for Fraud and Perjury; see 45a #6..
Refusing to be disqualified.
5) Denied Petitioner a trial by jury.

Taking a broad approach closer to Article III of the Constitution had been the 10th U.S Circuit which viewed Rooker - Feldman Doctrine as mirrors Preclusion Doctrine laws cf Glady v. Planning Zoning Commission, 256 Conn. 49, 260, 773 A. 2d 300 (2001) "issue arises when that determination is essential to the termination on to the judgment." Mr. Incorvaia's original brief to U.S. 11th Circuit on "Fraud upon the Court;" page 4: and, pages 22 through 26 having argued extrinsic fraud which Federal "State courts have appellate jurisdiction pursuant to 28 USCS Sect.1331, Note 16; see **45a**- #4 and "decisions of later could not be collaterally attacked except for extrinsic fraud. The Rooker – Feldman Doctrine and associated Preclusion Doctrines that protect states from federal intervention are not applicable in the Petitioners Case; which shows:

1., The Administrative Judge used his power as Legislator

under color of Florida state law in violation of U.S. Constitution Article VI,Clause 2.

2. Preclusion Doctrines are blocked by evidence of extrinsic fraud committed by the Defendants.
3. Extrinsic fraud spilling into every hearing and trial held in the Plaintiff's Case.
4. The Court was given every opportunity to reasonably hear the "Federal Question" but chose not too.
5. No evidence by state court or Defendants to show that "Fraud" or the" Federal Question" had been reasonable heard or adjudicated in a state court. The state court is in omission on its actions on fraud being protected by complete liability immunity for Judges.

The U.S. 11th Circuit dismissed the Civil RICO Case pursuant to the same name in state Preclusion Doctrine; and raise for the first time in federal court. The Petitioner can not force the State of Florida to hear fraud or collusion. The material evidence of RICO was shown in state appellate courts giving the state first opportunity by stating issues of obtaining the petitioners property under color of official right..

The Petitioner had asked the state court to stay Court enforcement of their Order; so he would present material evidence of fraud; show business fraud and collusion of associates to the scheme to defraud, but it had been a priority for Judge Logan's Court to transfer the $143,182 out of protective custody of the State then to hear and correct any miscarriage of justice in this case.

The Petitioner purpose for obtaining jurisdiction is by presenting the "Federal Question" to this Honorable Court owing wherein so drawn as to seek recovery of contract assets over $500,000 directly under the Constitution and Laws of the United States that the federal court must entertain this suite. Id at 28

U.S.C.1331 see 44a #1

Conclusion

From the Interlocutory Appeal of first instance fraud and the Federal Question had been dismissed as Untimely and not heard the suggestion of great public importance dismissed as Untimely, and the Florida Supreme Court denying jurisdiction on Federal Question in conflict with Florida State law.

This Court should reverse the U.S. 11th Circuit's Order, and with direction to that court to have Mr. Incorvaia's claim reinstated; and this Honorable Court to lay Judgment to Judge in Chambers acting as Legislator, along with officers and involved in wrongdoings to set aside judgment Id 28 U.S.C. 2106, and associated U.S. Code's and to retrieve all Antenuptial agreement contract assets.

This Writ of Certiorari to review a Case in a U.S. Court of Appeals is of such public importance such as the issue of a "confession contract" as to justify deviation from normal appellate practice and to require immediate determination by this Court pursuant to 28 USC Sect. 2101(e).

Respectfully submitted,

Leonard Francis Incorvaia Pro se

Leonard Francis Incorvaia Pro se
P.O Box 66185
St. Pete Beach Florida 33736
June 28 2006
(727) 360 0234

(i) Page

1. U.S. Appellate Eleventh Circuit Court of Appeals Court Order Case No.: 05 – 14355: Order of Affirmance Jan. 4, 2006 . . . . . 9a

2. U.S .Appellate Eleventh Circuit of Appeal for the Eleventh Circuit; Case No.: 05 – 10299; Order of Affirmance –February 2, 2006 - 10a

3. Quote from U.S. States District Court Middle District of Florida; Case No.: 8:05 – cv – 1219 - T - 17 EAJ; Dismissal July 7, 2005 . . . . . 17a

4. Quote from Florida Court Order Pinellas County $50,000 to Defendant and freeze assets Case No.: 02 – 10939 -9; September 27, 2002 . . . . . .18a

5. Quote from Order form granting respondent's Motions to Disqualify Judge. Case No.; 02 – 10939 -9; August 25, 2003 . . . . . .20a

6. Quote from Florida 2DCA Mandate to trial court Case No. 2DO4 – 395, October 25, 2004 . . . . . 22a

7. Quote from U.S. District Court Middle District of Florida Case No.: 8:04 – cv – 2500 – T – 24 TBM; Action - Rooker – Feldman- Dismissed December 21, 2004 . . . . . .23a

8. Quote from U.S. District Court Middle District of Florida: Case No.: 8:05 – cv- 9 – T – 30 EAJ; Complete Judicial Immunity; Dismissed June 2,005 . . . . . 26a

(ii) Page

9. Quote from Florida Second District Court of Appeal -Order: Action; Interlocutory Appeal dismissed as untimely state case No.: 2D03 – 1795 LT. No. 02 – 10939 FD August 8, 2003 . . . . . 28a.

10. Quote from Florida 2DCA Order No.: 2D04 – 395 Affirmed Case No. LT. 02 – 010939 FD – 24; September 22, 2002. . .29a

11. Quote from Florida Supreme Court; without jurisdiction Case No. SC03 – 2053 Lower Tribunal Case No. 2D04 – 395 October 26, 2004 . . . .30a

12. Quote from Florida 2DCA suggestion of great public importance denied Case No. 2D04 -395, November 3, 2004 . . . . . .31a.

13. Quote from Florida Pinellas County trial Court Case No.: 02 10939 Enforce Order, December 8, 2004 . . . . . .32a

14. Quote from Florida Court Order denying Motion to disqualify Judge Case No. 02 10829 -24; December 13, 2004 . . . . . .35a

15. Quote from Florida 2DCA Recall Mandate Denied Case No. 2D04 -395 LT 02 – 10939 -24 December 16, 2004. . . . . .36a

16. Quote Florida Trial Court Judge Logan's Order Denying Motion to Stay Court for the obtaining of an important transcript of his court .proceeding's exposing fraud upon the court. that to

(iii) Page

took place November 30, 2004 ..... .37a.

17. Quote from Judge Logans' Memorandum Order Case No.: 10939 –FD – 24 ..... 39a.

18. Quote from Florida 2DCA; A Timely Amended Federal Question Interlocutory Appeal for Rehearing Memorandum denial; Second District Court of Appeal Case No.: 03- 1795 .L.T. No. 10939 FD -24 containing "Extrinsic Fraud" and Constitutional violations 41a

19. Quote from Florida Second District Court of Appeal Case No,: 2DO4 -395 Appellants motion to Reopen case Denied November 15, 2004 ..... 42a

20. Quote from U.S. Court of Appeals:11th Circuit Denied Rehearing ,December 12, 2005. ..... .43a

(v)

20. Quote from Federal Question 28 USCA Sect. 1331 note 18 ..... .44a #1

21. Quote from U.S. Constitution Amend. 6 Note 3 Conduct of Judge ..... 44a #2

22. Quote from U.S. Code 28 U.S.C.A. Sect, 2106 note 39 Fraud on court ..... 44a #3

23. Quote from U.S. Code 28 USCS Sect. 1331, n. 16 (extrinsic fraud) 45a

24. Quote from U.S. Const. Article VI Clause 2; Judges in every state Shall be bound by. 45a

25. Quote from F.R.C.P; Rule 1.540 . . . .45a

26. Quote from U.S. Constitution. American Jurisprudence .Contract clause. 46a

27. Quote from U.S. Ct. App. 10th Cir. Rooker – Feldman 47a

28. Quote from Bulloch v. United States – Fraud upon the Court 48a

29. Quote from from Kenner v. C.I.R.- Fraud upon the Court 48a

30. Quote from Citations to Restatement Second ed Sect. 525 Torts Ch. 22 . . . . . .49a

31. Quote from Notice of filing Exhibit of Reporters check 50a

32. Quote from Motion Notice for Judge Disqualification . 51a

33. Quote from Motion to Stay Court Order 52a

34. Quote from Judicial Qualification Commission taking a middle of the road stand on Court abuse of Florida law. 54a

35. Quote from Informing Attorney General Crist of fraud and corruption in the court system in Pinellas County . . .55a . . .56a

36. Quote from Attorney General Crist's office Reply to Mr. Incorvaia request for help to undertake his concerns of fraud and the corruption in Pinellas County Florida – "Find an Attorney". Had been the Reply 57a

37. Quote from Motion Judge Logan Court for a jury trial . [p -3] 58a

38. Quote from Informed Judge Logan of Interlocutory appeal. [p-5] 58a

39. Quote Judge Ramsberger proceeding's at a pretrial hearing asking the witness how much money did Judge David Demers give Ms. Incorvaia and how the Emergency motion money for support was used for business with Jeff c. Smith; in attendance had been attorney Costis and attorney Zacur from the Law firm: Zacur & Graham.. . . . . .60a#1

40. Quote from transcript excerpt Deposition Ms. Incorvaia states of her investment with Business partner Jeff C. Attorney Richard Zacur from the Law Firm of Zacur and Graham attended on January 20, 2003.showing The Firms knowledge of the business dealings with Jeff C. Smith of North Carolina. before the Finial Hearing for dissolution of marriage held on December 4, 2003 in which Judge Logan presided and November 30.2004

hearing in which a claim that no business partnership existed by Ms. Shafe as to have Judge Logan release $143,000 to them. . . . . .60a (#2)

41. Quote fromTranscript excerpt of Ex parte communication of Helen Claudette Incorvaia writing a letter to Judge David Demers stating business credentials also attorney Iannacio stating to Judge Demers that Helen Incorvaia is misrepresenting facts on her financial Affidavit showing zero income- Domestic violence injunction hearing held on September 4, 2002 . . . .62a

42. Quote from Motion to the Second District Court of Appeal state of Florida for Interlocutory Rehearing stating to the Florida state court that it should reconsidered such issues as fraud and impairment of contract which involve the United States Constitutional 64a

43. Quote from Finial Judgment of dissolution Comment Judge Logan on Reporter's Check made to Mr. Incorvaia's witnesses in his courtroom on December 4, 2003 . . . . . 66a

44. Quote from court transcript of Judge Rondolino as a neutral observer confirms that Judge Logan took a biased opinion against Mr. Incorvaia in front of Mr. Incorvaia's Witnesses .who consisted of Fire Department, police officers and citizens which he had subpoenaed for the trial 67a

45. Quote from transcripts statements, Financial Affidavit statements, Financial asset statements made at the November 30 2004 hearing to enforce the distribution of $154,000; Judge Logan presiding 69a

46. Quote from Motion to disqualify Judge Logan filed in Pinellas County Court Florida, on December 9, 2004 because of his conduct of bias against Mr. Incorvaia shown at past hearing omissions to fraud or perjury performed in his court room; Judge Logan had to be removed from the bench 71a

47. Quote from Affidavit to Judge Logan vacate finial order and attorney fees on perjury and fraud as to stop the release of $143.000 to Ms. Shafe. . . . . 74a.

48. Quote from Business card of Judge Ramsberge's wife with cell phone number found in Mr. Incorvaia's residence left behind by Helen Incorvaia. Judge Ramsberger signed the order for $50,000 to be given to Helen Incorvaia her Emergency support in which Mr. Incorvaia could not get his residence back unless he turned over the money. 76a

49.Quote from Fax of chart of bruise's seen on Helen Claudette Incorvaia body as early as August 17, 2002; questioned by officer Micklitsch about the bruise on August 23, 2002 Helen Incorvaia couldn't say where they came from (report 2002 – 5628), But after sending a letter of introduction to Judge Demers; Helen Incorvaia brings pictures bruises into his courtroom on September 4, 2002 and summits them into evidence. When confronted with the faxed diagram Judge David Demers stated to Mr. Incorvaia in court [p-33] Court transcript (Case No.02 – 10486 – FD -9) "some five days before this petition was filed he felt he needed to do something to protect himself from the claim of violence." (entered into Pinellas Circuit court appellate record by Mr. Incorvaia on April 8, 2003); (FD – 9 is Judge Ramsberger section). 77a

50. Quote from Letter from Mr. Incorvaia's Attorney Anthony Iannacio dated September 18, 2002 states that $ 50, 000 had to been given to Helen Incorvaia for Emergency support, and the Judge he spoke to had been Judge Ramsberger. Opposite to what Judge Ramsberger said at the pre trial hearing held on July 15, 2003 , stating it had been Judge Demers who gave the order for $50,000 for Emergency support. The only Judge present in the loop when the Affidavit for verified emergency motion for exclusive use of marital residence and temporary support and to freeze assets signed by Helen Claudette Incorvaia on September 7, 2002 just 2 days after the domestic violence hearing had been the Chief Judge; Judge David Demers. 78a

51. Quote from Bank account of commingled funds of Claudette Incorvaia and Jeff C. Smith at the RBC Centura bank set up with over $41,000 as early as October 1, 2002 bank period. . . . . 80a.

52. Quote from Confession contract used by the Salvation Army in Florida, certified by the state. In this case used in a two prong attack on a citizen. Slander or harass combined with the removal of assets with a scheme to defraud 81a

UNITED STATES COURT OF APPEALS
For the Eleventh Circuit

No. 05 – 14355

District Court Docket No.
05 - 11219 –cv – T – 17 – EAJ

LEONARD FRANCIS INCORVAIA
Plaintiff – Appellant

versus

HELEN CLAUDETTE INCORVAIA
now known as Shafe,
C. JEFF SMITH,

Defendants – Appellees.

Appeal from the United District Court
for the Middle District of Florida

JUDGMENT

It is hereby ordered, adjudged and decreed that the attached opinion included herein by reference, is entered as the judgment of this Court.

Issued as Mandate Feb. 02 2006, U.S. Court of Appeals Atlanta ,Ga.

Entered; January 4, 2006
For the Court: Thomas K. Kahn, Clerk
By Jackson, Jarvis

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 05 – 14355
Non – Argument Calendar

D.C. Docket No. 05 – 01219 – CV – T – 17 EAJ

LEONARD FRANCIS INCORVAIA

Plaintiff – Appellant,

versus

HELEN CLAUDETTE INCORVAIA
now known as Shafe,
C. JEFF SMITH,

Defendants – Appellees

Appeal from the United States District Court
for the Middle District of Florida

(January 4, 2006)

Before Black, Barkett and Kravitch, Circuit Judges

EN BANC Order of Affirmance

Leonard Francis ('Incorvaia") a citizen of Florida,[1] filed a pro se complaint, naming as defendants Helen Incorvaia ('Helen) and C. Jeff Smith and alleging state law claims of fraudulent conveyance in connection with divorce proceedings and distribution of marital assets.[2] As the basis for federal jurisdiction, Incorvaia alleged that the parties were diverse because Helen was a citizen of Florida and Smith was a citizen of North Carolina, and the amount in controversy exceeded $75,000. The district court dismissed the complaint because the parties were no completely diverse, as Helen and Incorvaia both were citizens of Florida. On Appeal, Incorvaia puts forth facts not submitted before the district court as evidence of fraudulent conveyance. He alleges that the court had jurisdiction under civil RICO statutes, which would preempt state jurisdiction over his claims

We review on the subject – matter jurisdiction de novo. MacGinnite v. Hobbs Group, LLC. 420 F. 3D 1234, 1239 (11th Cir. 2005).Factual findings regarding the citizenship of a party are subject to a clearly erroneous standard of review. Id

Under U.S.C. Sect 1332 federal district courts have original jurisdiction over all civil actions between . . . . citizens of different States" where the amount in controversy exceeds $75,000. 28 U.S> Sect 1332 (a)(1). As the Supreme Court has explained, the statute requires complete diversity between all plaintiffs and all defendants. Lincoln Property Co. v. Roche, -

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1. ___ Incorvaia did not identify himself as a citizen of Florida . However, the address given on hi pleading was a Florida address.

2.___ See e.g. Stock v. Stock, 693 So. 2d. 1080, 1084(Fla. Ct. App 1997 (discussing fraudulent conveyance).

S. Ct. - , 2005 WL 3158 018, at *5 (2005); Exxon Mobile Corp. v. Allapattah Serv., Inc., - U.S. -, 125 S. CT. 2611, 2616 – 17, 162 L. ed 2d 502 (2005) ; Mac Ginnitie, 420 F. 3d. at 1239. Therefore "[i]n a case with multiple plaintiffs and multiple defendants, the presence in the action of a single plaintiff from the same State as a single defendant deprives the district court of original diversity jurisdiction over the entire action. "Exxon Mobile Corp., 125 S. Ct. at 2617.

Here, the complaint indicates that Incorvaia and Helen are both citizens of Florida. Therefore, Incorvaia failed to establish that the parties were completely diverse as required under Sect.. 1332(a). As Incorvaia raised only state law claims,[3] There is no other basis for federal jurisdiction. See. E.G., 28 U.S.C. Sect. 1331. According, we **AFFIRM.**

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3. ___. Incorvaia also claimed the parties violated civil RICO statutes; however, he cited the federal Criminal statue. To the extent that Incorvaia alleges RICO violations, he cannot raise these claims for the first time on appeal. Narey v. Dean, 32 F. 3d 1521, 1526 -27 (11th Cir 1994). Nevertheless the claims lack merit, as " a private citizens lacks a judicial cognizable interest in the prosecution or non prosecution of another." Linda R.S. v. Richard D., 410 U.S. 614, 619, 93 S. Ct. 1146, 1149, 35 LED. 2d 536 (1973).

UNITED STATES COURT OF APPEALS
For the Eleventh Circuit

No. 05 – 10299

District Court Docket No.
04 – 02500 – CV – T – 24 – TBM

LEONARD FRANCIS INCORVAIA,

Plaintiff – Appellant,

versus

HELEN CLAUDETTE INCORVAIA

Defendant – Appellee

Appeal from the united States District Court
for the Middle District of Florida

JUDGMENT

It is hereby ordered, adjudged, and decreed that the attached opinion included herein by reference, is entered as the judgment of this Court.

Entered: October 4, 2005
For the Court: Thomas Kahn Clerk
By: Gilman, Nancy

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No.: 05 – 10299
Non – Argument Calendar

D.C. Docket No. 04 – 02500 – CV – T 24 – TBM

LEONARD FRANCIS INCORVAIA
Plaintiff – Appellant,

versus

HELEN CLAUDETTE INCORVAIA
Defendant – Appellee

Appeal from the United District Court District Court
for the Middle District of Florida

(October 4, 2005)
Before Black, Marcus and Pryor, Circuit Judges.
PER CURIAM:

Leonard Francis Incorvaia, proceeding prose, appeals the district courts sua sponte of his Sect 1983 civil rights action for lack of jurisdiction under Rooker – Feldman doctrine,"[1] Petition for Writ of Ce[r]tiorari," Incorvaia filed this action against the former wife, Helen Claudette Incorvaia, asking the district court to review an order of the Second District Court of of appeal of Florida affirming a finial judgment of dissolution of marriage. Incorvaia asserted that the dissolution order violated his due process rights, the Sixth Amendment, and the Contracts Clause of the constitution. The District court held that the Rooker – Feldman doctrine barred the instant action and dismissed the action for lack of jurisdiction. On appeal, Incorvaia argues that the state trial court abused its discretion by ordering him to pay his wife $153,000 despite evidence that she had presented fraudulent financial evidence during the divorce proceeding and a domestic violence injunction hearing.

We review de novo a district courts dismissal for lact of subject – matter jurisdiction. See Williams v. Best Buy, 269 F. 3d 1316, 1318 (11th Cir. 2001). After careful review of the record and parties' brief we affirm .

The – Rooker Feldman doctrine limits the subject – matter jurisdiction of federal district courts appeal courts of appeal over certain matter related to previous state court litigation. See Rooker, 283 U.S at 415 – 16, 44 S.CT. At 150; Feldman, 460 U.S. at 476 – 82, 103 S. Ct. at 1311 – 15. Under this doctrine federal courts, other then the U.S. Supreme Court, "have no

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1. ___ See Rooker v. Fidelity Trust Co. v. Feldman, 263 U.S. 413, 415 – 16 , 44 S. Ct. 149, 150, 68 L. Ed. 362 (1923); District of Columbia Court of appeals v. Feldman., 460 U.S. 462, 476 -62, 103 S. Ct. 1303, 1311 – 15, 75L. Ed. 2d 206 (1983).

authority to review the finial judgments of state courts" this which involve the same parties as the parties in the federal action, and this jurisdictional bar ' extends not only to constitutional claims presented or adjudicated by a state court, but also to claims that are "inextricably intertwined" with a state court judgment." Goodman ex. rel Goodman v. Sipos, 259 F.3d 1327. 1332(11th Cir. 2001); see also Amos v. Glynn County Bd. Of Tax Assessors, 347 F. 3d 1249, 1266 n. 11 (11th Cir 2003). " A federal claims inextricable intertwined with the state court judgment if the federal claim succeeds only to the extent that the state court wrongly decided the issues before it." Goodman. 259 F. 3d. at 1332.Nevertheless, "even if the a claims inextricable intertwined" with the state courts judgment. The doctrine does not apply if the plaintiff had no reasonable opportunity to raise his federal claim in state proceedings." Id (internal citation omitted).

The district court did not err by findings that it laced jurisdiction to review Incorvaia's action based on the Rooker – Feldman doctrine. The parties involved in the federal and state actions are the same, and the state court entered a finial judgment before Incorvaia filed his federal action. Moreover, Incorvaia's Federal claim were "inextricable intertwined" with the state court's finial judgment of dissolution of his marriage, and he had a reasonable opportunity to raise his claims in state court. If we were now to hold that the Florida trial court's judgment. See Powell v. Powell, 80 F. 3d 464 , 467 (11th Cir. 1996) (holding that Rooker – Feldman barred 'as applied' challenge to state court decision to distribute a portion of husband's naval retirement pay to wife upon divorce). Accordingly, we affirm.

AFFIRMED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

LEONARD FRANCIS INCORVAIA
Plaintiff (s),

CASE NO. 8: 05 – CV – 1219 – T – 17EAJ

v.

HELEN CLAUDETTE INCORVAIA
n/n/a SHAFE, ET AL.,
Defendant (s)

_____/

ORDER OF DISMISSAL

"This cause is before the court on Plaintiff's Amended Complaint (Dkt. 6). Plaintiff has filed the Complaint on basis of diversity jurisdiction. Plaintiff is a resident of Florida and Defendant is a resident of Florida. Since there is incomplete diversity, the court must dismiss this case for lack of jurisdiction."

"The Court urges Plaintiff to seek counsel to assist him in pursuing his complaint." Accordingly, it is

Ordered that this case is dismissed due to lack of jurisdiction." "Case No. 8:05 – CV- 1219 – T – 17EAJ"

"DONE AND ORDERED in Chambers, in Tamper, Florida this 7th day of July, 2005."

s/ KOVACHEVICH_____. J.
KOVACHEVICH

IN THE CIRCUIT COURT IN AN FOR PINELLAS COUNTY FLORIDA CIRCUIT CIVIL NO. 10939FD-09

IN RE; THE MARRIAGE OF
HELEN CLAUDETTE INCORVAIA
Petitioner/Wife

AND

LEONARD FRANCIS INCORVAIA
Respondent/ husband
_____/

ORDER (FOR EMERGENCY MOTION)

"**THIS CAUSE** having come before the Court on September 17, 2002, upon Petition Helen Claudette Incorvaia's Emergency Motion for Exclusive Use of Marital Residence and Temporary Support, and to Freeze Assets , and the Court having heard argument and agreement of counsel and being otherwise fully advised in the premises, it is thereupon"

"ORDERED AND ADUJUDGED" that:

(1. "Petitioner is permitted to remain in the marital residence un till October 1. 2002. at which time she shall vacate the marital residence and Respondent will be allowed exclusive use of marital residence.

(2. " Until further ordered by the Court, the assets of the parties, except as specified below are frozen until such time that a full accounting of said funds can be made and properly allocated

amongst the parties. The monies formerly located in the 'Southern Exchange Bank shall be distributed amongst the parties as follows:"

"a. Ten Thousand Dollars ($ 10,000.00) to the Petitioner immediately;"

"b. Forty Thousand Dollars ($ 40,000,000) to Petitioner vacating the marital residence on October 1, 2002."

"c. The balance to the Respondent".

"Funds needed to maintain the usual and customary needs of the parties and received by either party through employment, retirement and social security shall not be effected by this Order. The payment and/ or receipt of these funds is without prejudices to either party and shall be considered in the finial accounting of marital assets by the parties."

"(3. The parties are further ordered by the Court not to waste or otherwise dispose of any marital assets."

"(4, The Order may be modified by either party upon proper motion."

"**DONE AND ORDERED** in Chambers in St Petersburg , Pinellas County Florida this _____ day of September, 2002"

"Stamped: Original Signed
September, 27 2002
Peter Ramsberger
Circuit Court Judge"

"Conformed Copies to;
Richard a. Zacur, Esquire
Anthony M Iannacio, Esq."

"IN THE CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA FAMILY LAW DIVISION CIRCUIT CIVIL NO. 02 – 010939FD – 09 UCN: 522002DRO10939XXFDFD"

"IN RE: THE MARRIAGE OF

"HELEN INCORVAIA
Petitioner,
and
LEONARD INCORVAIA
Respondent."
_____/

"ORDER GRANTING RESPONDENTS MOTION TO DISQUALIFY JUDGE"

"**THIS CAUSE** came before the Court on the Respondent's motion to disqualify judge. The Court, having reviewed the motion, finds as follows:"

"At. The pretrial conference on July 15, 2003, the Respondent, appearing pro se, orally moved to disqualify the undersign Judge. The undersigned thereupon informed the Respondent that he would not act on a oral motion for disqualification, but instead, the Court advised Respondent that a motion for disqualification should be made in writing, and that it would then be considered by the court."

"On July 30, 2003, the Respondent filed a letter dated July 22, 2003, addressed to the undersigned judge. Although in the form of a letter, this Court construes same as Respondent's

motion for disqualification."

"Having considered Respondent's motion for disqualification, and pursuant to Rule 2. 160 of Florida Rules of Judicial Administration, it is

ORDERED AND AJUDGED that the Respondent's motion for disqualification is granted. This case shall be randomly reassigned to another judge. Any hearing now scheduled in this case before the undersigned are hereby cancelled".

"**DONE AND ORDERED** in Chambers at St. Petersburg Pinellas County, Florida this day _____ of August, 2003."

"**Stamped**: Original Signed
August 25, 2003

PETER RAMSBERGER
Circuit Judge"

"Copies:

Richard Zacur, Esquire
P.O. Box 14409
St. Petersburg Fl. 33733

Leonard Incorvaia
P.O Box 66185
St. Pete Beach 33706"

M A N D A T E

from

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA

SECOND DISTRICT

"THIS CAUSE HAVING BEEN BROUGHT TO THIS COURT BY APPEAL, AND AFTER DUE CONSIDERATION THE COURT HAVING ISSUED ITS OPINION;"

"YOU ARE HEREBY COMMANDED THAT SUCH FURTHER PROCEEDINGS BE HAD IN SAID CAUSE, IF REQUIRED, IN ACCORDANCE WITH THE OPINION OF THIS COURT ATTACHED HERETO, AND INCOPERATED AS PART OF THIS ORDER, WITH THE RULES OF PROCEDURE AND LAWS OF THE STATE OF FLORIDA."

"WITNESS THE HONORABLE CHRISS W. ALTENBERD CHIEF JUDGE OF THE DISTRICT COURT OF APPEAL OF THE STATE OF FLRIDA, SECOND DISTRICT, AND THE SEAL OF SAID COURT AT LAKELAND, FLORIDA ON THIS DAY".

"Date: October 25, 2004
SECOND DCA CASE NO. 2D04 – 395
COUNTY OF ORIGIN; Pinellas
LOWER TRIBUNAL CASE NO. 02 – 10939 FD24
CASE STYLE: LEONARD FRANCIS INCORVAIA v. HELEN CLAUDETTE INCORVAIA"

s/ Birkhold Clerk
Birkhold

"UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

LEONARD FRANCIS INCORVAIA
Petitioner

Case No. 8: 04 -- cv – 2500 -T – 24TBM

v.

HELEN CLAUDETTE INCORVAIA
Respondent
_____/

ORDER

"This cause comes before the court on Petitioner Leonard Francis Incorvaia's Petitioner for Writ of Certiorari to Review Order of District Court (Doc. No. 1), and Petitioner's Motion for Writ to Stay proceedings. (Doc. No. 2). This Court must first address whether this Court has subject matter jurisdiction over this case"

I. Background

"This case stems from dissolution of marriage between Mr. Leonard Francis Incorvaia and Mrs. Helen Claudette Incorvaia. On September 27, 2002, the Circuit in and for Pinellas County, Florida entered judgment for the sum of $50,000 based on Mrs. Helen Incorvaia's Emergency Motion for Exclusive Use of Marital Residence and Temporary Support. (Doc. No. 2 at 10). Mr. Incorvaia states that Mrs. Incorvaia committed fraud upon the court in submitting her financial

affidavit "

"After a trial, the Circuit Court entered a finial judgment of dissolution of marriage and directed Mr. Incorvaia to pay $134,000. (Doc. No. 1 at 4 – 5). On February 2, 2004 Mr. Incorvaia posted a Supersedeas bond and the court stayed finial judgment pending appeal. Mr. Incorvaia filed an appeal with the Second District Court of Appeal stating that his federal constitutional rights had been violated by the trial court. On December 22, 2004, the Second District Court of Appeal per curiam affirmed the trial court. (Doc No 1 at 10). Mr. Incorvaia filed a petition for Review with the Florida Supreme Court, who denied the petition based on lack of jurisdiction (Doc. No. 1 at 7). Mr. Incorvaia now petitions this Court foe writ of certiorari to review the state court proceedings and stay the enforcement of the state court judgment."

"II Standard of Review"

"In Rooker v. Fidelity trust Co., 263 U.S. 413 the United States Supreme Court held that federal courts are without authority to review finial determination of a state court of competent jurisdiction. In District of Columbia Court of Appeals v. Feldman,, 46 U.S. 462, 482 n. 16 (1983), the Supreme Court reaffirmed this position. The Rooker – Feldman doctrine 'bars lower federal court jurisdiction where four criteria are met (1) the party in the federal court is the same as the party in the state court; (2) the prior state court ruling was finial or conclusive judgment on the merits; (3) the party seeking relief in federal court had a reasonable opportunity to raise its federal claims in state court proceedings; and (4) the issue before the federal court was either adjudicated by the state court or was inextricable intertwined with state court's judgment" Amos v. Glynn County Board of Tax Assessors, 347 F. 3d 1249, 1266 n.

11(11th Cir. 2003) (Citations omitted)."

III Discussion"

"This Court finds that the Rooker – Feldman Doctrine applies, and the Court lacks subject matter jurisdiction over the case. First the parties in this case are the same as the parties as in the state court case. Second, the prior state court ruling was finial judgment on merits. "

"Third, Mr. Incorvaia had an opportunity to raise his federal claims in state court. Fourth, all the issues before this Court were Adjudicated by the state court or inextricable intertwined with the state court judgment"

"Since all the criteria of the Rooker – Feldman Doctrine have been met, this Court lacks subject matter jurisdiction over this case. Accordingly, it is **Ordered** that this case be Dismissed. The Clerk is directed to **Terminate** all pending motions."

"**DONE AND ORDERED** at Tamper, Florida this 21st day of December, 2004."

s/ BUCKLEW J.
BUCKLEW

Copies to:
Leonard Francis Incorvaia Pro se

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

LEONARD FRANCIS INCORVAIA
Plaintiff

v. CASE NO: - cv – 9 – T – 30 EAJ

DAVID DEMERS, et al.
Defendants
_____/

ORDER (Immunity)

"THIS CAUSE comes before the Court upon Defendants Motions to Dismiss the Complaint (DKt. # 4) Plaintiff's Memorandum in Opposition (Dkt. #6), Plaintiff's Motion to Hold the Case in Abeyance (Dkt. #5) and Defendants Objection to Hold the Case in Abeyance (Dkt. #7. Plaintiff alleges that Judge David Demers, Judge Peter Ramsberger, and Judge Walt Logan (Collectively " Defendants"), engaged in activity violating Plaintiff's civil fights, impairing his right to contract and thereby causing a miscarriage of justice. In their Motion to Dismiss, defendants assert that Plaintiff's claims are barred by judicial immunity.[1] This Court agrees."

"Judges are immune from " liability for acts committed within their judicial jurisdiction." Pierson v. Ray. 386 U.S. 547, 553 – 554) (1967) (noting that "[f]ew doctrines are more solidly

1. ___ Because the Court finds that judicial immunity bars Plaintiff's claim, it does not consider the alternate grounds for dismissal proffered in Defendants' motion to Dismiss.

established at common law than the immunity of judges from liability for damages for [such] acts"). The doctrine of judicial immunity is vital to the proper administration of justice because a judge must " be free to act upon his own convictions, without apprehension of personal consequences to himself." Stump v. Sparkman. 435 U.S. 349, 355 (1978). Furthermore, objections to judicial decisions should be pursued through the appellate process, not through collateral actions."

"Plaintiff's Complaint only alleges wrongful conduct by Defendants " in their capacity as a judge[sic]." According, judicial immunity precludes the claims set forth in the Complaint."

"Further, because the Court has held that this case should be dismissed, Plaintiff's Motion to hold the Case in Abeyance (Dkt. #5) should be denied as moot. "

"It is therefore ORDERED AND ADJUDGED that

1. Defendant's motion to Dismissed (Dkt. #4) is **Granted**.

2. Plaintiff's Motion to Hold the Case in Abeyance (Dkt. #5) is **Denied.**

3. The Clerk is directed to **CLOSE** the case and **DENY** all pending motions as moot."

"**DONE** and **ORDER** IN Tampa, Florida on June 2, 2005. "

s/ Moody_____ J
Moody

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA SECOND DISTRICT, POST OFFICE BOX 327, LAKELAND, FL. 33802 – 0327

August 8, 2002

CASE NO.: 2DO3 -17 95
Lt. No.: 02 – 10939 FD – 9

LEONARD FRANCIS INCORVAIA	v.	HELEN CLAUDETTE INCORVAIA
Appellant / Petitioner (s),		Appellee / Respondent(s).

"BY ORDER OF THE COURT:"
" This appeal is dismissed as untimely."
"Appellants motion to supplement the record is denied as moot."
"Appellee's motion to dismiss appeal as untimely as moot."

"DAVIS, COVINGTON and VILANTI, JJ., Concur."

"I HEREBY CERTIFY that the forgoing is a true copy of the original court order."

"Served:

Leonard Francis Incorvaia Richard A. Zacur, Esq. Kaleen F. De Blaker, Clerk"

s/ Birkhold Clerk
Birkhold

NOT FINAL UNTIL TIME EXPERIES TO FILE REHEARING MOTION AND, AND IF FILED DETERMINED

IN THE DISTRICT COURT OF APPEAL

OF FLORIDA

SECOND DISTRICT

LEONARD FRANCIS INCORVAIA Appellant,	)	
v.	)	Case No. 2D04 – 395
HELEN CLAUDETTE INCORVAIA Appellee.	)	

"Opinion filed September 22, 2004."

"Appeal from the Circuit Court for Pinellas county; Walt Logan, Judge."

"Leonard Francis Incorvaia, pro se."

"SEAN a. Costis of Zacur & Graham, P.A.
St. Petersburg, for Appellee."

"PER CURIAM."

"Affirmed."

"CASANUEVA AND SALCINES, JJ., AND GREEN, OLIVER L., SENIOR JUDGE, Concur."

SUPREME COURT OF FLORIDA

TUESDAY, OCTOBER 26, 2004

CASE NO.: SC04 – 2053
Lower Tribunal No.: 2DO4 – 395

LEONARD FRANCIS INCORVAIA vs. HELEN CLAUDETTE INCORVAIA, N/K/A HELEN CHAFE

Petitioner(s) Respondent(s)

"It appearing to the Court that it is without jurisdiction, the Petition for Review is hereby dismissed. See Jenkins v. State, 385 So. 2d 1356 (Fla. 1980)."

"No Motion for Rehearing will be entertained by the Court."

"A True Copy"
"Test:"

s/ Hall Clerk. Supreme Court.
Hall

"Served:

LEONARD FRANCIS INCORVAIA
SEAN ACHILES COSTIS
HON. JAMES BIRKHOLD, CLERK
HON. WALTER DAVID LOGAN, JUDGE
HON. KARLEEN F. DEBLAKER, CLERK"

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA SECOND DISTRICT, POST OFFICE BOX 327, LAKELAND, FL. 33802 – 0327

November 3, 2004

CASE NO.: 2D04 – 395

L.T. No.: 02 – 10939 FD24

Leonard Francis Incorvaia	v.	Helen Claudette Incorvaia
Appellant / Petitioner(s)		Appellee / Respondent(s)

"BY ORDER OF THE COURT:"

"Appellants suggestion of great public importance is denied as untimely."

"I HEREBY CERTIFY that the forgoing is a true copy of the original court order."

"Served:"

"Leonard Francis Incorvaia" "Richard A. Zacur. Esq."
"Sean A. Costis Esq".

s/ Birkhold_____ clerk
Birkhold

"IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT IN AND FOR PINELLAS COUNTY, FLORIDA CIRCUIT CIVIL NO. 02 0 10939FD"

" IN RE: THE MARRIAGE OF:

"FILED

HELEN INCORVAIA
Petitioner/ Former Wife.

St. Petersburg .
Branch
2004 Dec -9:21" A.M"

and

LEONARD INCORVAIA
Respondent/ Former Husband "
_____/

"FINIAL JUDGMENT ON FORMER WIFE'S AMENDED MOTION FOR ATTORNEY'S AND FORMER WIFE'S AMENDED MOTION TO ENFORCE FINIAL JUDGMENT"

"THIS CAUSE came before the Court on November 30, 2004 on the Former Wife's Amended Motion for Attorney's Fees and Former Wife's Amended Motion to Enforce Finial Judgment. Present were the Former Husband, whose address is Post office Box 66185, St Pete Beach, Fl 33706, the Former wife whose address is 8901 Blind Pass Road, # 331, St. Pete Beach, Florida,33706, and the Former Wife's attorney, Sean A. Costis, Esquire of Zacur & Graham, P.A. The Court having heard argument of the Former Husband and the former Wife's counsel, and the testimony of the parties and the testimony of the Former Wife's witness witness, James C. Runyon, Esquire, makes the following finding of fact:

"IN THE CIRUIT COURT FOR PINELLAS COUNTY, FLORIDA UCN: 522002DR010939XXFDFD REF: 02 - 10939FD -24"

"HELEN CLAUDETTE INCORVAIA
Petitioner

vs.

LEONARD FRANCIS INCORVAIA"
Respondent"

_____/

"ORDER DENYING MOTION TO DISQUALIFY JUDGE"

"The Court has received the former husband's Motion to Disqualify the undersigned judge. The Court has reviewed the Motion to Disqualify is denied."

"IT IS SO ORDERED in Chambers at St. Petersburg, Pinellas County, Florida this _____ day of December, 2004."

"STAMPED: ORIGINAL SIGNED DEC. 13, 2004
WALT LOGAN CIRCUIT JUDGE"

_____
"WALT LOGAN, CIRCUIT JUDGE"

"cc: Richard Zacur, Esquire
Respondent, Pro Se"

"IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA SECOND DICTRICT, POST OFFICE BOX 327, LAKELAND FL. 33802-0327"

"December 16, 2004"

"CASE NO.: 2D04 – 395
L.T. No. 02 – 10939" FD24

"Leonard Francis Incorvaia, v. Helen Claudette Incorvaia,

Appellant/ Petitioner(s), Appellee/ Respondents(s)".

"BY ORDER OF THE COURT":

"Appellants motion to recall mandate is denied".

"I HEREBY CERTIFY that the foregoing is a true copy of the original court order."

Served:"

"Leonard Francis Incorvaia Richard A. Zacur. Esq. Sean A. Costis Esq."

s/ Birkhold Clerk
Birkhold

"IN THE CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA
UCN: 522002DR010939XXFDFD REF: 02 – 10939FD- 24"

"HELEN CLAUDETTE INCORVAIA,
Petitioner
vs.

LEONARD FRANCIS INCORVAIA,
Respondent "
_____/

ORDER DENYING MOTION TO STAY COURT ORDER"

"The Court has reviewed the former husband/ Respondent's "Motion to Stay Court Order And Attorney Fees" filed with the clerk's office on December 6, 2004. The Motion came to the Court's attention when the opposing party called to set the matter for hearing. The Court requested a copy of the Motion be faxed to the undersigned's office so that the Motion could be reviewed to determine if a hearing would be appropriate. The Court's standard procedure is to review such Motions to determine if the setting of a hearing is appropriate. The Court has reviewed the Motion and does not find the setting of a hearing to be necessary or appropriate."

"This file involves the dissolution of the marriage of the parties. This Court ruled and the Finial Judgment was appealed to the Second District Court of Appeals. The monetary portion of this Court's Order was bonded by the former husband. The Second District Court of Appeals affirmed the Supreme Court. Review was denied by the Florida Supreme Court. Appropriate mandates have issued".

"The request by the former husband for further delay is neither appropriate nor proper. The Court's are open to hear proper Motions. The former husband's Motion to Stay does not state legal grounds for this Court to consider entering a stay. The Court's observation concerning the former husband's choice to proceed pro se without representation of counsel noted in the transcript of the ruling of the Court on the Court's ruling regarding the Finial Judgment the husband now wishes to stay remain appropriate and applicable."

"Accordingly, the motion to stay Court Order and Attorney's Fees is DENIED. The Clerk or Court is directed to comply with Finial Judgment of December 9, 2004. The filing of any Motion shall not further delay the Clerk's Office complying with the Finial Judgment. The Clerk's Office quite properly awaited the ruling of the Court on the present motion to Stay. The Clerk's Office is directed to proceed to comply by the issuance of funds absent an Order from this Court. The mere filing of future documents by the former husband shall not operate to further delay the Clerk's compliance with the Finial Judgment. (Nothing in this Order should infer any impropriety with regard to the manner in which the Clerk's Office has functioned in this case. The Clerk's Office has functioned properly at all times.) The Motion to Stay Court Order and Attorney Fees is Denied".

"IT IS SO ORDERED in Chambers at the St. Petersburg, Pinellas County, Florida this 17, day of December, 2004"

s/ Logan _____J.
Logan

cc: Richard Zacur, Esquire
Respondents, Pro Se

"IN THE CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA UCN: 522002DRO10939XXFDFD24 REF: 02 – 010939FD -24"

"HELEN CLAUDETTE INCORVAIA
Petitioner

vs.

LEONARD FRANCIS INCORVAIA
Respondent"
_____/

"MEMORANDUM ORDER "

'The Court has received copies from the Respondent of a "Notice to Disqualify Judge (Affidavit)" and an "Affidavit to Vacate finial Order And Attorney fees On Ground Of Perjury And Fraud.) Neither document appeared to be in the form of a Motion, however, the Court will treat each as a motion with regard to the subject matter addressed."

"The "notice to Disqualify Judge (Affidavit)" will be treated as a motion to Disqualify the undersigned. The Respondent has previously filed a motion to disqualify the Honorable Peter Ramsberger. Accordingly the second motion to Disqualify allows the Judge whose disqualification is sought to evaluate the grounds. The Court has evaluated the grounds set forth in the Respondent's "Notice" and finds the grounds to be insufficient. The Court would further note that totally unrelated to the request of the former husband/ Respondent for another Trial Judge, the undersigned will be rotating from family law , effective January 3, 2005. The newly assigned Judge to family

Law Section 24 will take up the file at that time as necessary.

"The former husband/ Respondents request to vacate the Finial Order has been reviewed. This case has been reduced to the Finial Judgment has been review This case has been reduced to Finial Judgment, The Finial Judgment has been reviewed by the Second District Court of Appeals and affirmed, and the former husband/Respondents request for review in Florida Supreme Court has been denied. This Court no longer has jurisdiction over the matters raised by the former husband/Respondent in that the " law of the case doctrine does not allow the Trial Court to revisit an issue that has been considered and either ruled upon or could have been ruled upon by the Appellate Court.. To the extent the "affidavit' addresses issues that arose prior to the appeal, the Court is without jurisdiction. With regard to matters that may address this Court's action upon the mandate of the Court of Appeals or in terms of post – Judgment enforcement, the "Affidavit "does not state a ground for relief. According, the request to vacate the Finial Order is Denied".

"**IT IS SO ORDERED** in Chambers at St. Petersburg, Pinellas County, Florida this 22 day of December , 2004."

s/ Logan_____ J.
Logan

cc; Richard Zacur, Esquire
Respond, Pro Se

"MEMORANDUM". (ON FILE WITH THE DISTRICT COURT OF APPEAL SECOND DISTRICT FLORIDA FOR PETITIONERS INTERLUCTORY APPEAL)

"TO:" " JUDGES COVINGTON, VILLANTI AND DAVIS"

"FROM" "DOROTHY TROGOLO"

"DATE" "SEPTEMBER 12, 2003"

"RE": " INCORVAIA V. INCORVAIA: 03 – 1795"

"MOTION AND AMENDED MOTION FOR REHEARING."

"The appellant seeks rehearing of the order dismissing his appeal it was untimely filed. He suggest his case has constitutional issues and so is of public interest. He does not state that the appeal is timely".

"The notice of appeal was filed five months after the order on review was rendered."

" I recommend that the motion and amended motion be denied."

'IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA SECOND DISTRICT, POST OFFICE BOX 327, LAKELAND, FL. 33802 – 0327"

"November 15, 2005"

"CASE NO.: 2D04 – 395
L.T. No.: 10939- FD24"

"Leonard Francis Incorvaia v. Helen Claudette Incorvaia

Appellant / petitioner(s) Appellee / Respondent(s)"

"BY ORDER OF THE COURT:

Appellant's motion to reopen case is denied.

Appellant's motion to stay attorney's fees is denied."

"I HEREBY CERTIFY that the foregoing is a true copy of the original court order."

"Served:

Leonard Francis Incorvaia Richard A. Zacur. Esq. Sean A. Costis Esq. Karleen F. De Blaker, Clerk"

s/ Birkhold Clerk
Birkhold

"IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT"

"No. 05 – 10299 – CC"

Stamped
FILED
Dec 12. 2005
Thomas K. Kahan
Clerk

"LEONARD FRANCIS INCORVAIA
Plaintiff – Appellant,

versus

HELEN CLAUDETTE INCORVAIA
Defendant – Appellee".

"On Appeal from the United States District Court for the
Middle District of Florida"

"Before; BLACK, MARCUS AND PRYOR, Circuit Judges".

"PER CURAM:

The petition(s) for rehearing filed by Appellant is DENIED".

"ENTERED FOR THE COURT:"

s/ _____ J
UNITED STATES CIRCUIT JUDGE

1. "FED. QUESTION 28 USCA 1331, Note 18"

"Purpose of obtaining Jurisdiction complaint is so drawn as to seek recovery directory under the Constitution and laws of the United States, the federal court must entertain the suite unless the alleged federal; claim clearly appears either to be to have been made solely for the purpose of obtaining jurisdiction or to be wholly insubstantial and frivolous. Bush v. State Industries Inc. C.A. 6 (Tenn.) 1979, 599 F.2d 780. See also Southpark v. Square Ltd v. City of Jackson, Miss, C.A. 5(Miss.) 1997, 565 F. 2d 3[illegible]3, rehearing denied, 568 F.2d 1367certiorari decided, 98 S. Ct.. 2849, 436 U.S. 946, 56 L ed. 2d 787; Chambers Liberty Counties Nav. Dist. v. Parker Bros. & Co., D.C. Tex. 1967, 263 F. Supp. 602; National Ass'n for Community Development v. Hodgson, D.C. D.C. 1973, 356 F. Supp. 1399."

2. "AMEND. 6 UNITED STATES CONSTITUTION"

"Note 3 Conduct of Judge"

"Trial judge must be abundantly careful to refrain from becoming an advocate for the government or from indicating dislike or disbelief of any witness, particularly defendant, but has the prerogative and often the duty to insure that facts are accurately brought out. Hellman v. U.S., C.A. 339 F. 2d 36 (1964)."

3. "28 U.S.C.A. 2106, Note 39 Fraud on court"

"An appellate court has the power to set aside at any time a mandate that was procured by effecting a fraud on the court;

the spirit of the "fraud on the court" rule is applicable whenever the integrity of the judicial process or functioning has been undercut – certainly in any instance of misconduct by a party – Greater Boston Television Corp. v. F.C.C., 1971, 463 F. 2d 268, 149 U.S. App. D.C. 322."

4. "28 USCS 1331, n 16" "Judiciary & Judicial Procedure"

"Federal district courts had no appellate jurisdiction over state courts, and decisions of latter could not be collaterally attacked except for extrinsic fraud. Moffett v. Robbins (1935, DC Kan.) 14 F. Supp. 602 affd (1935, DC Kan) i4 F. Supp. 602, affd 431,(1936, CA10 Kan) 81 F 2d 431, cert den (1936) 298 U.S. 675, 80 L. Ed. 1937, 56 S. Ct. 940".

5. " Article VI Clause 2"

"This Constitution, and the laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every state shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding."

6. "Florida Civil procedure Rule 1.540 Relief from Judgment"

"(b) Mistakes Inadvertence; Excusable Neglect: Newly Discovered Evidence; Fraud etc."

"(3) fraud (whether heretofore denominated intrinsic or extrinsic) misrepresentation, or misconduct of an adverse party;"

7. "CONSTITUTIONAL LAW 16B Am Jur 2d Sect 708"

" The threshold inquiry in an impairment of contracts case is whether a state law, in fact, operated as an impairment of a contractual relationship. [31] For purposes of a Contracts Clause analysis, a statute or ordinance can be said to substantially impair a contract when it alters the reasonable expectations of the contracting parties [32] Thus, legislation readjusting rights and burdens does not violate the Contracts Clause solely because it upsets otherwise settled expectations, even though the -effect of legislation is to impose a new duty or liability based on past acts.[33] The total destruction of contractual expectations is not necessary for finding a substantial impairment of a contractual relationship for purposes of the Contracts Clause.[34] The means by which a contract is impaired pursuant state powers must not be arbitrary."

"31. ___ D.A.X. Inc. v. Employees Ins. Of Wausau , 659 N.E. 2d. 1150 Ind. Ct. of App.1996) reh'g denied ((March 15, 1996,) and transfer denied, (Aug. 20, 1996); G.E.B. v. S.R.W., 422 Mass. 158.,661 N.E 2d 646 (1996)."

"32. ___" Employees Reinsurance Corp. v. Worthington Custom Plastics, Inc., 109 Ohio App. 3d. 550, 672 N.E. 2d 734 (10th Dist. Franklyn County 1996); dismissed, appeal not allowed, 76 Ohio St.3d 1434, 667 N.E 2d. 985 (1996); Alston v. City of Camden , 322 S.C. 38, 471 S.E. 2d 174, 11 l. E.R. Cas. (BNA) 1337 (1996)."

"33. ___" Carbon Fuel Co. v. USX Corp. 100 F. 3d. 1124 (4th Cir. 1996).".

"34. ___" Energy Reserves Group, Inc. v. Kansas Power and Light Co. 459 U.S. 400, 105 S. Ct. 697, 74 L. Ed. 2d 569, 50 Pub. Util. Rep. 4th (PUR) 489 (1983); McGrath v. Rhode Island Retirement Bd. By and Through Mayer, 906 F. Supp. 749 (D.R.I. 1995), judgment aff'd, 88 F. 3d. 12 (1st Cir.1996); Quality Refrigerated Services Inc. v City of Spencer, 908 F. Supp. 1471 (N.D. Iowa 1995); Segura v. Frank, 630 So. 2d 714 (La. 1994),cert. denied, 511 U.S. 1142, 114 S Ct. 2165, 128 L. Ed. 2d 887(1994); City of Billing v. County Water Dist. of Billings Heights, 281 Mont.219, 935 P.2d. 246(1997)."

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8. "UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT 363 F. 3d. 1072; 2004 U.S. App. LEXIS 7063 HN3

"The Rooker Feldman doctrine n1 establishes, as a matter of subject – matter [*1075] jurisdiction, that only the United States Supreme Court has appellate authority to review a state – court decision. See 28 U.S.C.1257(a) (establishing Supreme Court jurisdiction to review certain "finial judgment or decrees rendered by the highest court of a State in which a decision could be had"). Thus, in applying the Rooker Feldman doctrine, we focus on whether the lower federal court, if it adjudicated plaintiff's claims , would effectively act as an appellate court reviewing the state court disposition. See Dist. of Columbia Court of Appeals v. Feldman 460 U.S. 462, 483 n. 16, 75 L. Ed. 2d. 206, 103 S. Ct. 1303 (1983) (under the Rooker – Feldman doctrine, "lower Federal courts possess no power whatever to sit in direct review of state court decisions."); Kenman Eng. v. City of Union, 314 F. 3d 468, 476 (10th Cir. 2002) ("Rooker Feldman protects state – court judgments from

impermissible appellate review by lower federal courts.")."

9. "Bulloch v. United States, 763 F. 2d 1115, 1121 (10th Cir.1985), the court stated:"

" Fraud upon the court is fraud which is directed to the judicial machinery itself and is not fraud between the parties or fraudulent documents, false statements or perjury. . . . It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function ___ thus where the impartial functions of the court have been directly corrupted."

10. Kenner v. C.I.R, 387 F. 3d 689 (1968)

[6] "Fraud upon the court should we believe , embrace only that species of fraud which does, or attempts to defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery can not perform in the usual manner its impartial task adjudging cases that are presented for adjudication. The 7th Circuit further states:[7] [FN7] " We think . however , that it can be reasoned that a decision produced by fraud on the court is not in essence a decision at all, and never becomes finial."

11. "CITATIONS TO RESTATEMENT SECOND"
"SECT. 525 TORTS CH. 22"

"W.D. OLD 1989. Com . (b) cit in disc. Edron (cit as coin (6).) Investors in limited partnerships who lost their investments sued the law firm that prepared the offering memorandum relating to the sale of the offering memorandum relating to the sale of the limited partnerships and stock or which the investors relied to their detriment. This court granted the defendant's motion to dismiss regarding the plaintiffs' claim that state law imposed a special duty on attorneys involved with attorney – client relationship and without regard to securities statutes, when it was foreseeable that the defendants negligent performance of professional services would injure others. The court noted that the offering memorandum stated that the financial statements were prepared by and were the sole responsibility of the defendants client. Moreover, the defendant did not undertake to prepare, evaluate the accuracy of, or opine upon the accuracy of financial statements furnished by its client and said so; it could not, therefore, have foreseen that persons in the plaintiffs' positions would nevertheless expect it to disclose. Buford White Lumber Co. v. Octagon Properties 740 F. Supp. 1553, 1562."

"IN THE CIRCUIT COURT OFOF THE SIXTH JUDICIAL CIRCUIT IN AND FOR PINELLAS COUNTY, FLORIDA"

"HELEN CLAUDETTE INCORVAIA
Petitioner

"Stamped received
Civil Court Records
Feb.- 3 2004"

v.

LEONARD FRANCIS INCORVAIA
Respondent "

_____/

"NOTICE OF FILING:

Leonard Francis Incorvaia respectfully moves this Honorable Court to except this exhibit into Court file in case No. 02 – 010939 –FD on the grounds therefore will show:

1. This Respondent as appealed case No. – 24 to District Court of Appeal of the State of Florida Second District.

2. The Exhibit will show the Court that a check used for immediate payment made out and deposited by the Court Reporter therefore used for their service on case No. 02 - 010939 FD – 24

3. Exhibit shown on page 2 of 2"

"Respectfully submitted,"
s/ Incorvaia R
Incorvaia

"IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL, CIRCUIT IN AND FOR PINELLAS COUNTY, FLORIDA CIRCUIT CIVIL NO. 02 – 010939 – 24"

"HELEN CLAUDETTE INCORVAIA
Petitioner

and

LEONARD FRANCIS INCORVAIA
Respondent "
_____/

"Stamped Received Civil Court Records Feb. 27 2004"

"MOTION: NOTICE OF DISQUALIFICATION"

"Leonard Francis Incorvaia movent respectfully moves this Court for Disqualification of the Honorable Judge Logan on grounds that will show:

1. Ex parte communication with opposing party The Law Firm of Zacur and Graham P.A.
2. A possible conflict of interest in conducting hearings (Hearings on sanctions against the law firm of Zacur and Graham) (Contempt of Court total time allotted five minutes).
3. A possible violation of Amendment XI (United States Constitution)."

"Respectfully submitted:

s/ Incorvaia_____ R.
Incorvaia
P.O. Box 66185
St. Pete Beach, Florida 33736"

"IN THE CIRCUIT COURT IN AND FOR PINELLAS COUNTY, FLORIDA, CIRCUIT NO.; 02 – 010939FD -24"

Stamped "Received
Civil Court Records
Dec. 6, 2004"

"HELEN CLAYDETTE INCORVAIA n/k/a SHAFE
Petitioner

v.

LEONARD FRANCIS INCORVAIA
Respondent"
_____/

"MOTION TO STAY COUNT ORDER AND ATTORNEY Fees"

"THE RESPONDENT Leonard Francis Incorvaia respectfully requests the Court to grant a Stay of proceedings for a time that the Court deems appropriate and just on the followings: "

"1. The Respondent has ordered the court transcript for the proceedings conducted on November 30, 2002 with Judge Logan presiding in a timely manner and with due diligence. Evidently the Respondent will not receive the transcript on time for important testimony by the witness Helen Claudette Incorvaia n/k/a Shafe on cross examination by the Pro se to be reviewed."

"2. The questions are related to the business activities conducted by the preceding following or not at all at the occasion prior to the dissolution of marriage trial or after the

event."

"3. The Respondent in accordance to Florida Law states that if clear and convincing evidence is presented to the Court the Respondent will seek relief from judgment under Florida Rule of Civil Procedure 1.540 (b)(3)."

"4. In accordance with Florida Laws. This was new ground that arose after the appeal; discovered and could have been presented during the original trial but was not."

"Respectfully submitted,"

s/ Incorvaia_____ R.
Incorvaia
P.O. Box 66185
St. Pete Beach, Florida 33736
727 – 360 0234

"STATE OF FLORIDA JUDICIAL QUALIFICATION COMMISSION 1110 THOMASVILLE ROAD, TALLAHASSEFLORIDA 32203"
"(850) 488 – 1581"

"December 22, 2003
Mr. Leonard Incorvaia
P.O Box 66185
St. Petersburg Beach Fl 3706
Re: Docket No. 03403"

"Dear Mr. Incorvaia:
Receipt is acknowledge of your letter dated December 12, 2003 which is in response to mine of December 10, 2003"

"The Judicial Qualification Commission has always carefully drawn the distinction between judicial error and what constitutes judicial misconduct. An erroneous decision by the court , no matter how gross merely constitutes judicial error. On the other hand, any improper motivation of a judge is rendering of a judicial decision, no matter how correct the decision maybe constitutes judicial misconduct. The Commission finds no evidence in your correspondence or enclosure that a judge may have committed more than judicial error. The commission does not have authority to recommend discipline of a judge for the commission of judicial error. The Commission is sensitive to your concerns in the matter; however, it is also sensitive to its responsibility and limitations under the law".

"Sincerely yours,
s/ Kennerly_____ E.D.
Kennerly - Executive Director"

"Attorney General Charley Crist
Tallahassee Florida"

"It has been six years since we have spoken. You have assisted me with problems in the past and maybe we can be some help to each other."

"I had a divorce on September 4, 2003. My former/ wife charged me with domestic violence and I was adjudged a Injunction for life. I found it difficult to believe because I didn't do what she claimed and there had been evidence stating that my Former/wife was misrepresenting facts which induced large amounts of money to be transferred over to her".

"At domestic violence hearing I had an attorney; my former/wife's attorney did not attend. The Judge accepted contradictory evidence without question. When my attorney mentioned not only inconsistent statements made by my wife, but fraud had been involved. This Judge didn't want to take any of this into consideration."

"I haven't experienced courtroom fraud or obstruction of justice before. I started getting suspicious about the case when my attorney had agreed with the judge to turn over $50K to my Former /wife. This had been the same judge that presided over the domestic violence hearing, and knew there had been an Antenuptial agreement between parties. I then fired that attorney."

"My Former/wife started working for this company that I allege has connections with the judicial court system. I was experiencing courtroom corruption. This Judge that gave me the injunction for life without proper evidence. I allege he was given direction by the original owner of the Company or a politician who the owner knew."

"I hired a second attorney who is prominent in the Pinellas

County area and is on the A. B. A.. He became quite upset when I told him that I accidentally came across a few cases that the

judge presided over when I was looking through micro film in the Clearwater courthouse , and found out he presided over similar companies in his courtroom. My attorney requested to be dismissed from the case. In this case that was a civil dissolution the of marriage there had been a half of million dollars involved, allege sex for business, courtroom corruption, obstruction of justice, fraud, and tampering with evidence."

"I had to take over my case as Pro se because attorneys did not want to represent me for reporting judges, I reported the first judge to the J,Q.C. for his courtroom conduct, then dismissed the second judge who signed the $50k that the first judge negotiated, because his wife did business with my wife's employer. The third judge was assigned in my dissolution of marriage case. I found this judge very strange. I found myself without a court a court reporter that I ask for. This judge knew that part of the case had been appealed and yet he wouldn't wait until a court reporter go there. I allege he let the Former/wife's law firm run his court. I asked him to disqualify himself after he made finial judgment on ex parte claims."

"Charlie I have a hearing coming up at the end of May and need a attorney who is not afraid to step into a courtroom with an alliance of judges. Or with help get this case into a county that doesn't have corruption that Pinellas County has. I have a Law suit against my Former/ wife for fraud. There should be more to this case, but I don't know how to combine elements to expand it".

"Sincerely'

"s/ Incorvaia P."
Incorvaia

"OFFICAL OF THE ATTORNEY GENERAL
THE CAPITAL
TALLAHASSEE, FLORIDA 32399 – 1050"

"May , 24 2004
Mr. Leonard Incorvaia
Post office Box 66185
St. Pete Beach Florida"

"Dear Mr. Incorvaia:
Attorney General Charlie Christ's Office is in receipt of your correspondence regarding a domestic violence case in which you are involved.".

"After reviewing information, we must inform you it does not appear we will be able to assist you in this matter. Chapter 16 Florida Statutes set forth in the powers and duties of the Attorney General. By Law; this office acts as the attorney for the State of Florida and its agencies. We are precluded by law from providing legal advice or opinions to private individuals"

"We can only suggest that you continue to seek private council for any legal assistance you may need to ensure your best interests are represented. The Florida Bar offers a Lawyer Referral Service which you may contact Toll – free at (800) 342 – 8060. If you cannot afford an attorney. You may be eligible for low cost assistance you with this process. We hope you will understand this officer's duties are prescribed by law. Thank you for taking the time to share your concerns with the Attorney General."

"Sincerely,"
"OFFICE OF CITIZENS SERVICES"
"Florida Attorney General Office"

"Pinellas County Florida Case No.: 02 10939FD – 24
Helen Incorvaia v. Leonard F. Incorvaia
Before Judge Logan on September 16th 2004 Received in civil court records April 7th 2004" Appearances: Mr. Incorvaia pro se, Mr. Costis Esquire,(Zacur & Graham Law Firm), Helen Claudette Incorvaia". Transcript Excerpt:

[p-3] "Mr Incorvaia; I am going to bring that up. The Court: Well, bring it up now. Mr Incorvaia: I am going to bring that up because I have motioned the Court for a trial by jury with explanation, of cause, that there is money involved here and deficits in the account which brings in questionable items as far as the monetary part of this divorce.

[p- 5] "The Court: is there a part of this case on appeal? Mr. Incorvaia: Yes, Your Honor."

"Mr. Costis: I Beg to differ. The last I heard Mr. Incorvaia filed two cases with the Second DCA, one with the dissolution and the domestic violence injunction that was entered. As far as I know, both of those cases were dismissed as untimely. There has been no correspondence after the entering of the order of dismissal. I haven't heard that the DCA has reopened that case. There is nothing pending in front of the Second District court of Appeals."

"The Court: Do you contend there is something pending? Mr. Incorvaia: I just spoke them. One of the cases has been dismissed, and the other one I submitted a motion for rehearing. They still have It."

"The Court: What did you take up with on appeal for the dissolution of marriage case?"

"Mr. Incorvaia: I took up the part of the emergency motion

for freeze and the need for money to support herself I mention a number of elements in there and also Constitutional issues."

[p-16] "The Court: What is it about that motion you are bring up today? Mr. Incorvaia: $31,000 was removed from a freeze that Judge Ramsberger had ordered. I don't have the date. The Court: What is the size of the marital estate? Ball park, is more than $500,000. The Court: And you have a issue of $31,000. Mr. Incorvaia: Yes. And an account with $ 130,000 is missing $56,000, which was supposed to be brought into the marriage. There is $31,000 frozen. That was taken away from this country into Canada"

s/ FLAHERTY_____ R.
FLAHERTY
SHORTHAND REPORTER
NOTARY PUPLIC – STATE OF FLORIDA

1. Pinellas County Florida Case No.: 02 – 10939FD-9
Helen Claudette Incorvaia v. Leonard Francis Incorvaia
Before Judge Ramsberger on July 15, 2003
Received in civil court records March 4, 2004

"Appearances: Richard A. Zacur, Esq., Sean A. Costis, Esq. (Zacur and Graham Law Firm) Leonard Incorvaia Respondent/ Husband, pro se, Helen Claudette Incorvaia." Transcript excerpt [p-39] "The Court: How much did she get? Mr. Zacur: Fifty thousand right at the beginning of 2002 in August. The Court: Where did the fifty grand go? Mrs. Incorvaia I invested it in property. The Court: What type of property? Mrs. Incorvaia: A Condo. Mr. Zacur: Where you live? The Court: A new Condo? No, no, no, it was investment property.[***] I purchased investment property, okay, with an investment partner and that's where — that money is a down payment for that. The Court: Where is the condominium? Mrs. Incorvaia: The condominium was on St. Pete Beach and I just recently sold that."
[p- 40] [***] The Court: Judge Demers gave you money to live on, but you invested it in a condo?"

s/ Pennington RPR
Pennington, RPR. Court Reporter

2. "Pinellas County Florida Case No. 02 – 10939FD – 9
Deposition of Helen Claudette Incorvaia on January 20, 2003
Civ. Ct.. Rec. April 8, 2003"

"Appearances Richard A. Zacur. Esquire (Counsel for Petitioner); (Zacur & Graham Law firm) Charles D. Scott, Esquire Counsel for Respondent" Helen Claudette Incorvaia)

Transcript excerpt:
[p-5] [***] "Examination By Mr. Scott: Question - And are you personally acquainted with Jeffery Smith, or did you obtain his

name because it was an apartment listed for rent? Answer- He was a customer of mine. Question – When you say "customer," what do you mean? Answer – He called me on a listing that I had, and I sold him a piece of property. Question – was that the property that you sold him. Answer – No. Question – Okay. And do you have a personal relationship with Jeffery Smith or strictly a business relationship? Answer – We're business partners. Question – You are business partners now – Answer – Yes. Question – with Mr. Smith? Yes."

[p-38] "Question – A few moments ago I asked you if you had any other investments, assets, and you didn't indicate this account. Mr. Zacur: Which account? Mr. Scott: the [***] $187,000 in her retirement plan".

"Mr. Zacur: Sure you did. You asked her if she still had the same assets in her prenuptial agreement. Was it American or Canadian, and she answered she didn't know. She answered specifically. And you asked her if she still had those. By Mr. Scott: Question – You still have the [***} $187,000 retirement plan? That's correct. Mr. Zacur: Or whatever its value is. By Mr. Scott; Question: :And is that still in Canada? Answer – It is. It has not been shipped over to the U.S. or converted or Liquidated? Answer – That cannot be done. Question – Are you a Canadian Citizen? Answer – I have duel citizenship.".

[p- 20] "Question- Do you have any other financial interests that we haven't discussed? Do you have any other checking, savings, money market, or Brokerage accounts, or any other investment accounts.? Answer – [***]There's one account that's titled in my sisters, my brother's and my name that is my mom's money. It was titled in my name is not there for security reasons."

" DATED This 29th day of January. 2003"

"Court Reporter"

"Kanabay court Reporters"

"Pinellas County Florida Case No. – 10486 – FD – 9
Helen Claudette Incorvaia v. Leonard Francis Incorvaia
Before Judge David Demers on September 4, 2002

"Appearances Helen Claudette Incorvaia Petitioner, pro se.; Anthony M. Iannacio, Esq., Bavol, Bush and Sisco,;" Mr. Incorvaia. Entered into civil court records March 21, 2003."Transcript excerpt:

[p – 34, 35] "The Court: — And you're got — you're a very sophisticated individual, I mean apparently the job you had in Canada was a very significant job with a lot of responsibility, Why are you not cable ---- and in fact more capable, it would seem, than the gentleman ---- and I'm asking you this as a question based on the history you related to me, which is an impressive history in terms of your credentials — why are you not cable of being self – sustaining and getting your own place?"

[p – 37] "Mr. Iannacio: I mean she filed a petition We were served while waiting outside, which is what always what happens you know. Her financial affidavit is attached. And she under oath swears that she has [***] zero dollars income. Today you heard her say that she has income. Today you heard her say that she had income. So we have inconsistent position already based on the financial affidavit she filed with the court. The court: I've made my decision. I'm going to allow the wife to stay in this place for fourteen days. In that fourteen days you will either have to do one of two things, either get another place to live or get the Court, the judge in the particular dissolution that you're involved in to enter a different order. I have no objection to that. The judge can after — [***] when they have a full hearing on equities, the judge can do that."

"So I'm going to allow you fourteen days in which to find a place to live. I think you should be able to do that. And based on the equities that I'm hearing, I think that's justified as well."

s/ Pennington RPR, CP,
Pennington
Court Reporter

INTERLUOCUTORY APPEAL MOTION FOR REHEARING

"Via U.S. Mail 7003 1010 0000 0849 2005 August 13, 2003."

"IN THE SECOND DISTRICT COURT OF APPEALS

"LEONARD FRANCIS INCORVAIA
Appellant/ petitioner,

v.

"Case 2D03 – 1795,
LT – No.: 02 – 10939 FD – 9"

HELEN CLAUDETTE INCORVAIA
Appellee/ Respondent.. "

_____/

"MOTION REQUESTING THE HONORABLE COURT FOR THE REHEARING OF APPEAL DISMISSED AS UNTIMELY BY THE SECOND COURT OF APPEALS."

"THE APPELLANTS CASE IS AS FOLLOWS:"

"1. The Case has Constitutional issues and therefore is of Public" Interest.
"2. The Lower Court had been biased in it determination on it Financial Order."
" 3. Appellee misrepresented facts which has elements of fraud that the Lower Court had been made aware of."
" 4. The Appellant has suffered Financial Damage do to Error of the Lower Court in its Order for a full Hearings on Equities but vacated the order without requiring a full hearing or full disclosure of Equities that had been subject of an Antenuptial Agreement instrument agreed to and executed by both parties after their marriage and afforded protection by Impairment of Contract clause of the Federal Constitution. "

"WHEREFORE THE UNDERSIGNED PRAYS THIS COURT ENTER AN ORDER TO HEAR CASE 2 DO3 – 1795"

" Sincerely,

s/ Incorvaia P
Incorvaia"

"Stamped Filed 03 August 15 AM 8:44 Clerk of Appeal Second District."

IN THE CIRCUIT COURT FOR PINNELLAS COUNTY, FLORIDA UCN: 522002DR010939XXFDFD REF: 02 – 10939 FD -24.

HELEN CLAUDETTE INCORVAIA.
Petitioner,
v.

LEONARD FRANCIS INCORVAIA
Respondent.
_____/

FINIAL JUDGMENT OF DISSOLUTION

1) [P – 7] "The start of the Finial hearing was delayed by twenty – five minutes while waiting for a Court Reporter that Respondent represented had been ordered for the Finial Hearing. The Court noted that there had been eight witnesses including Police and Firefighters from the city of St. Petersburg Beach that had been subpoenaed to trial. The Court caused the representative from the Court Reporting company that is assigned to this Section of the court call in on the speaker phone for a conversation regarding whether a Court Reporter had been dispatched or not. The Court learned that a Court Reporter had not been ordered properly by the pro se litigant. The pro se litigant had ordered Court Reporters in this file in the past and knew that the Reporting company required advanced payment/ deposit for the appearance of a Court Reporter and that the Reporter does not accept personal checks. The Respondent had previously paid the Court Reporter as required by money order. No such arrangements had been made by the Respondent for a Court Reporter with regard to the finial hearing. The Court was

faced with a situation where eight witnesses that had been subpoenaed, the parties were present along with council for the Petitioner, the time had been long reserved and a decision was required as to whether to proceed or delay the matter for another day. The Court ruled that the matter would proceed."

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2) 'Pinellas County Florida civil No.: 03 – 006835 – C113
Leonard Incorvaia v. Helen Incorvaia "
"Before Judge Anthony Rondolino on April 27, 2004"
Appearances: Mr Leonard Incorvaia Pro se
Sean Costis, Esquire

[p-20] " The Court: Judge Logan made a notation of the problem with the Court reporter as he perceived it on the bottom of the last page of the finial dissolution judgment. Did you read that? , that finial comment, Mr. Incorvaia I read that; yes. The Court: Right. Well, there were two comments. One of them relates to difficulties with the court reporter which he asserts was according to the fact that you didn't follow the appropriate procedures in ordering the court reporter. The other note has to do with whether you were financially able to obtain counsel. You did have one for the finial hearing."

"But the Judge makes note of this business with the delay of the court reporter. So it appears that he made record of the problem with that. Did the court reporter ever create any part of a transcript of that proceedings?"

"Mr. Incorvaia: No. Your Honor If you read the docket, the docket said that this case number has been appealed previously. I don't know why the Judge would think I would go on further without a court reporter. I objected to that. I wanted a

court reporter there. And because I didn't order the court ,reporter, what they claim that I didn't I didn't do it the proper way, I have put into evidence a check as evidence that they had [p-22] taken a personal check from me . They said they don't take personal checks. .And this is before, this issue is also before the Second DCA."

s/ De franco R.
De franco

IN THE CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA. CIVIL CIRCUIT NO.: 02 - 010939FD -24 HELEN CLAUDETTE INCORVAIA n/k/a SHAFE - November 30, 2004. Transcript excerpt of proceedings..

"Appearances: Mr. Incorvaia Pro se
Sean Costis, Esquire. (Zacur & Graham Law Firm)
Helen Incorvaia"

[p-22] "Question: Are you in a partnership with anyone in a business of selling or renting real estate? [***] Answer No. I just recently formed a LLC, if that's what you're referring to. Question: Have you ever been in business before? Answer: not my own private business, no Question: Had you ever been in a partnership with somebody in a business? Mr. Costis Your Honor, I believe this has been asked and answered. Mr Incorvaia;. Your Honor, this isn't a trial. The Court: This is what? Mr. Incorvaia This is not a trial. The Court: Your taking testimony, sir. Mr. Incorvaia: It's testimony I'm trying to get. The Court: Have you ever been in business with any else, ma'am? THE WITNESS: [***] No, I have not. [p-23]

THE COURT: Next question ,please. "What would you say the value of your assets are? Answer: I have a registered retirement plan in Canada that is valued somewhere around [***] $120,000. and I have a condo that I own a share of that is valued, my share is worth some where around $50,000, and several thousands dollars in a personal bank account. Question: Do you own any stocks, bonds , CD's et cetera? Answer: I have $ 7,000 in stocks. Question: Have you owned an account of CD's in the past year or bonds and stocks valued above $60, 000, $70,000? [***] Answer: I did own stocks that were to awarded to me by the Court in our marriage dissolution.

Mr. Incorvaia: Your Honor, discovery is needed on this basis. My former wife in 2002 put in an [***] affidavit. showing zero income and in six months latter showed a quarter of a million dollars in another affidavit. I think that warrants discovery, for further discovery of this.

s/ DeFranco_____ RPR
Defranco

"IN THE CIRCUIRT COURT IN AND FOR THE SIXTH JUDICIAL CIRCUIRT PINELLAS COUNTY, FLORIDA CASE NO.: 02 – 010939FD -24 "

"HELEN CLAUDETTE INCORVAIA, n/k/a SHAFE
Petitioner,

v.

1. Stamped received Dec. 09 2004 Walt Logan Circuit Judge 2. Stamped Stamped received December 09, 2004 Clerk circuit court

LEONARD FFANCIS INCORVAIA
Respondent."

_____/

"MOTION TO DISQUALIFY JUDGE"

1. "The Respondent Leonard Incorvaia had filed in the United States District Court on November 16, 2004 a petition for Writ of Certiorari, and in reference to the Honorable Judge Logan violating the Respondents Civil rights under Title 42 section 1983U.S.C.A., and Contract Clause, United States Constitution Art. 1 Section 10 clause 1 (see page 4, (Writ of Certiorari),. The Respondent states that a conflict in interest exist which causes prejudice towards the Respondent in the above case.

2. The Respondent has made motion's to the Court for Sanctions to be heard against the Law firm of Zacur& Graham on grounds for review of violations of the freeze Order by the Petitioner. Evidently the court has refused to acknowledge the

loss of $31,000 from any settlement due to Freeze violation.

3. The Respondent in accordance with Florida law states new clear and convincing evidence will be presented to the Court which the respondent will seek relief from judgment under Florida Rule of Civil Procedure 1.540 (b)(3) and in accordance with Florida Law that was new ground after the appeal, Discovered and could have been presented during the original trial but was not.. The Respondent states that the allegations against Judge Walter Logan concerning title 42 Section 1983 and alleged Ex parte communication between the Law firm of Zacur & Graham P.A. 5200 Central Ave St. Petersburg is cause of concern to the Respondent, and that the disqualification of Judge Logan is in the best interest of justice to insure that the outcome of Judge Logan's proceedings that is prejudicial or inconsistent with substantial rights of the Respondent will be avoided in future Court proceedings.

4. Judge Walt Logan has denied most all motions of concerns by the Respondent which include the violations of a freeze order in the above case.

5. Therefore the Respondent states that it is reasonably sufficient to create to create a well founded fear in the mind of the Respondent that he will not receive a fair and Just Hearing under Judge Logan.

6 The Respondent Leonard Francis Incorvaia acting as pro se Litigant is demanding that the decisions in case NO.: 02 010939 FD – 24, in which Judge Walt Logan has presided be suspended as to when the Judicial System appoints a new Judge to hear the Case according to the of Florida when the Judicial System of Florida or within the days [P - 4] specified by the Laws of Florida; or form a committee to hear a grievance for further proceeding on the Disqualification."

"Respectfully submitted,"

s/Incorvaia_____ Pro se
Incorvaia

Notary Public Seal Stamped- On December 9, 2004

s/ Hardy_____ Notary Republic
Hardy

"IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT IN AN FOR PINELLAS COUNTY, FLORIDA
CASE NO.: 02 – 0 10939FD -24"

"HELEN CLAUDETE INCORVAIA n/k/a SHAFE
Petitioner,
v.
LEONARD FRANCIS INCORVAIA
Respondent."

Stamped Received: Dec. 13, 04 Clerk of the Court
Received: Walt Logan Dec.13,04

_____/

"AFFIDAVIT TO VACATE FINIAL ORDER AND ATTORNEY FEES ON GROUND OF PERJURY AND FRAUD"

"I. Leonard Francis Incorvaia being duly sworn says: That on November 30, 2004. Hearing held at 10:30 A.M. The Honorable Judge Walt Logan presiding by Order of the Court it had been ruled to enforce finial judgment and attorney fees in favor of the of the Petitioner. The judgment was rendered and entered by the court in the above entered action in which the affiant was the Respondent, by which it was adjudged that the Plaintiff recover the sum of $143,000 an or included Attorney fees. The Order was obtained by fraudulent practice on part of the Plaintiff to recover the sum of $143,000 plus any other additional amounts. The Respondent had shown his concern that the financial affidavits that had been presented assets by the Petitioner. The Respondent did not did not discover or confirm the this fraud until on or about the date of December 8, 2004. when the court reporter which he had hired been requested to produce a legal transcript of the proceedings had only faxed him the questions on financial issues that had been suspect of perjury by the Petitioner on December 8, 2004.

II [page 2]: That the judgment was obtained by fraudulent practice on part of the Plaintiff. That the Judgment was obtained by fraudulent practice on the part of the Plaintiff. The Plaintiff had stated in court under oath that she had never been in business and never had a business partner. The financial judgment is based on financial assets that the Court divided between parties and as recognized had been in the possession of the parties. The business. None of the business assets had been accounted for in the financial affidavits presented to the Pinellas County District Courts by the Petitioner. Evidently the Petitioner Accountant had never recorded any assets from the business that should have been declared in the dissolution of marriage and settled according to the parties Antenuptial Agreement.

III [page 3]: The Judgment to enforce the finial hearing on November 30, 2004 was obtained by fraudulent practice. The respondent questioned the witness under oath for reportable assets that should have been included in the Financial Affidavits and presented to the court at the dissolution of marriage Respondent confirmed the perjury from pages of the transcript which had been faxed to his residence from the Robert Dempster and Associates on December 8, 2004.

IV. This affidavit is issued in objection to the order to enforce finial judgment on November 30, 2004 and to put aside in accord in accordance with the Second DCA Mandate in case NO. : 02 0 010939FD – 24 to incorporate as part of this Order, and with rules and procedures and of the State of Florida.

The Court shall report this felony in accordance with Florida Statute 837.02, to the Attorney Generals Office and in accordance with Florida law and further proceedings."

s/ Hardy____ Notary Public
Hardy

"Sincerely submitted, "
s/ Incorvaia _____ P.
Incorvaia

"JANE RAMSBERGER Estate Liquidations 343 – 1041 ANTIQUES COLLECTTABLES ENTIRE ESTATES (727) 546 – 1496 – cell"

"LINDA ALFERY – SALES MANAGEMENT 6269 PALMA DEL MAR BLVD.# 506 ST. PETERSBURG , FLORIDA, 33715"

"This is a true copy of the original Document found after the repossession of the marital residence located at 8911 blind pass road St. Pete Beach Fl. Apt. 212"

"s/ Incorvaia_____"
Incorvaia

s/ Balkovic_____, Notary Public
Balkovic

"360 0234 08 18 02 10: 31 A.M. BAVOL, BUSH, SISCO TRIAL LAWYERS, ANTHONY M. IANNACIO 100 SOUTH ASHLEY DRIVE SUITE 2100, TAMPA FLORIDA, 33601 - 3423 (813) 228 – 7000 FAX (813) 273 0091."

(Body Chart Drawing)

"Dear Karen , The above picture represents bruises that have been seen on Claudette's body as of Aug. 17, The area bruised appear to be at least 3 x 3 " inches. Please place exhibit in my file."

s/ Incorvaia
Incorvaia

"This is a true copy of the Fax received by BAVOL BUSH & SISCO P.A. on 8/18/02 at 10: 31 A.M."

s/ Leonard F. Incorvaia
Leonard F. Incorvaia

Signed 7- 15- 2003 s/ . Balkovic _____ Notary Public
Balkovic

"BAVOL BUSH & SISCO P.A."

"Anthony Iannacio
September 18, 2002"

"Leonard Incorvaia
P.O. Box 60185
St. Petersburg Beach, Fl. 33706"

"Re: Leonard F. Incorvaia v. Helen Claudette Incorvaia; Our File: 668 – 001"

"Dear Len:

Enclosed is a copy of the proposed Order following yesterday's hearing before [***] Judge Ramsberger. Per my telephone message left on your voice mail. $10,000 needs to be paid immediately to Claudette with a balance to be paid upon vacating the marital residence. All other assets excluding employment income, retirement income and Social Security/Benefit s are frozen. Any monies /assets distributed under the Court Order are done do with out prejudice to either party and adjustment will be made at the time of finial accounting.

Len, it is not easy to move a Court hearing that is set on a [***] emergency motion at the eleventh hour. We had discussed on Friday how we wanted to proceed and a complete departure from the position on the eve of the circuit court hearing makes it difficult for me to advocate and protect your interests. Further, the Court will not tolerate any violations of its Order and I do not want you to be found in contempt because you believe that your wife should not be entitled to funds and

or assets. As I have previous stated the contributions made by each party to the marriage and the nature and the amount of the premarital assets including cash, stocks equities, bonds CD's real estate, etc. will be ascertained through the discovery process and will be accounted for through finial accounting. I can appreciate the emotional hardships you are experiencing how ever; please do not let the interfere with the rational decision making."

"RBC CENTURA"

"C JEFF SMITH
AND H. CLAUDETTE INCORVAIA
D/B/A BOCA SHORES FL – LAKE NORMAN NC
3106 CANTERBERRY DR
GASTONIA, NC 28056 – 6505"

" OCTOBER 1, 2002 – OCTOBER 31, 2002"

"Checking
detail
Deposits"
"Amount10/9 Deposit . . . . . .$40,000"
"10/24 Deposit . . . . . .$1,663.08"
"10/30 Service Charge Refund . . . . . .17.00"
"10/ 31 Interest Paid on Checking . . . . . .7.00 "

"Checks number Reference 0691404184"

"Confession Contract" Salvation Army

"Clover and Associates 'Counseling

Batter's Intervention" Program Contract"

"7017 Central Avenue St. Petersburg, Fl. 33710 Fa: (727) 343 55158"

"To join the program, you are to initial each item (indicating understanding and agreement) and sign this contract. If you choose not to do so, you will not be allowed in the program.."

"1.____ I understand that I have been court ordered to B.I.P .It is documented that I have been violent. For the purposes of these standards, the definition of domestic violence, includes, but is not limited to patterns of coercive behavior that are used by one family member to control another such as using physical violence, sexual violence , emotional and psychological violence, intimidations, verbal abuse, economic control, coercion and threats made privilege, children, and isolating and blaming the victim or minimizing the violence. A requirement for participation in the BIP in includes talking about my violence and accepting responsibility for it."